



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

सोमवार, 19 जनवरी, 2015 / 29 पौष, 1936

हिमाचल प्रदेश सरकार

LABOUR AND EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-2, the 15th January, 2015

No: Sharm (A) 6-1/2014 (Awards) Shimla.—In exercise of the powers vested under section 17(1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to order the publication of awards of the following cases announced by the Presiding Officer, Labour Court Shimla on the website of the Department of Labour & Employment of the Government of Himachal Pradesh.

Sr. No.	Case No:	Title of the Case	Date of Award
1.	05/2012	S/Shri Tarun Sharma V/s Secy. DAV Managing Committee New Delhi.	26-11-2014
2.	62/2013	Sh. Mohinder Singh V/s DFO Renuka ji	25-11-2014
3.	42/2013	Sh. Lal Singh V/s -do-	25-11-2014
4.	65/2013	Sh. Vikas Sharma V/S M/s Regala Lamination	24-11-2014
5.	49/2014	Sh. Pawan Kumar V/S M/s Marico Ltd & others.	26-11-2014
6.	108/2009	Sh.President/Gen.Secy. Samtel V/s M/s Samtel colour Parwanoo.	26-11-2014
7.	21/2013	Smt. Geeta Devi V/s M/s united Himalyan Industrial Parwanoo.	06-12-2014
8.	10/2013	Smt. Meena Kumari V/s -do-	06-12-2014
9.	19/2013	Smt. Asha Rani V/S -do-	06-12-2014
10.	20/2013	Smt. Sayeeda V/s -do-	06-12-2014
11.	22/2013	Smt. Banita Thakur V/s -do-	06-12-2014
12.	23/2013	S/Smt. Veena Devi V/s -do-	06-12-2014
13.	24/2013	Smt. Rajni Devi V/s -do-	06-12-2014
14.	25/2013	Smt. Pushpa Rani V/s	06-12-2014
15.	26/2013	Smt Lata Devi V/S -do-	06-12-2014
16.	27/2013	Smt. Anjana Devi V/S	06-12-2014
17.	28/2013	Smt. Kusum Lata V/S	06-12-2014
18.	29/2013	Smt. Kanta Devi V/S -do-	06-12-2014
19.	30/2013	Smt. Veena Devi V/S	06-12-2014
20.	31/2013	Smt. Urmila Devi V/s	06-12-2014
21.	32/2013	Smt Veena Devi V/S -do-	06-12-2014
22.	11/2013	Shri Roshan Lal V/S M/S Hitkari Industrial Ltd. Parwanoo	06-12-2014
23.	59/2013	Shri Ashok Kumar V/S -do-	06-12-2014
24.	12/2013	Shri Dinesh Bhardwaj V/S	06-12-2014
25.	61/2013	Shri Mahender Nath V/S -do-	06-12-2014
26.	57/2013	Shri Raj Kumar V/S M/S Marula Cane Industrial Danoghat	06-12-2014
27.	56/2013	Shri Prem Singh V/S -do-	06-12-2014
28.	53/2013	Shri Jagat Ram V/S -do-	06-12-2014
29.	93/2013	Workers Union V/S M/S Merico Ltd P/Sahib.	06-12-2014
30.	133/2006	Shri Onkar Singh V/S Ex.Officer Muncipal Cuncil P/Sahib	04-12-2014

31.	42/2014	Shri Ravinder Singh V/S M/S Hans Lighting Industries & Others	03-12-2014
32.	22/2010	Shri Sunil Kumar V/S M/S Pidilite.	10-12-2014
33.	25/2010	Smt. Pushpa Chauhan V/S Association of Social Health	10-12-2014
34.	34/2009	Shri Mahabal Yadav V/S M/S Sidhartha Super Spinning mills	30-12-2014
35.	47/2013	Smt. Harbanshi W/O Sh. Shyam V/S M/S Shivek Lab Ltd Baddi.	App.2 A
36.	40/2013	Shri Devinder V/S -do-	30-12-2014
37.	53/2013	Smt. Pinki Sharma V/s -do-	30-12-2014
38.	52/2013	Smt. Vibba V/S -do-	30-12-2014
39.	48/2013	Smt. Shakuntla V/S -do-	30-12-2014
40.	51/2013	Smt. Shanti Devi V/S	30-12-2014
41.	30/2013	Smt. Anita V/S -do-	30-12-2014

By order,
(R. D. DHIMAN)
Pr. Secretary.

**IN THE COURT OF A. S. JASWAL, PRESIDING JUDGE, H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

App. no. : 5 of 2012.

Instituted on : 4.1.201.

Decided on. : 26.11.2014.

Tarun Sharma s/o Sh. Shyam Lal Sharma, r/o House No. 44/B-2, Dharmpur Colony,
Pinjore, District, Panchkulla (Haryana) *..Petitioner.*

V/S.

1. D.A.V. Managing Committee, Chitra Gupt Road, New Delhi, Through its Secretary.

2. Principal, DAV Public School Sector-1, Parwanno, Tehsil Kasauli, District Solan H.P.
..Respondents.

Application under Section 2-A Section-2 of the Industrial Dispute Act, 1947

For petitioner : Ms. Veena Sood, Advocate.

For respondents : Already exparte.

AWARD

Briefly, the case of the petitioner is that he was engaged on 17.4.1995, by the Principal D.A.V Public School, Sector-1, Parwanoo, District Solan (hereinafter referred as respondent no.1.), as clerk. Thereafter, w.e.f. July, 2005, he started performing his duties as Assistant. His nature of duties were manual and clerical in nature and that he never performed any supervisory/administrative duties. It is further asserted that when on 6.4.2009, Dr. Ms. Harmeet Singh took charge, as Principal, of respondent no.2, she started harassing him as well as his wife because he had refused to bow to her demand for preparing false and fabricated bills. Said Principal had also threatened him to implicate in false criminal case because her husband was an Advocate. Thus, she pressured him to give resignation and to teach him lesson if he failed to do so. In this way, under pressure/threat, he submitted his resignation. However, when he represented that under pressure his resignation had been got obtained, to the higher authorities, and that he is taking back/withdrawing the same, the Principal told him that the same has been torn. Believing that his resignation had been torn by the Principal, he started doing his duties. It is further averred that in fact the Principal had not torn his resignation but sent it to D.A.V Managing Committee, New Dehli (hereinafter referred as Managing Committee), which was not accepted as per letter dated 16.2.2011. When, the petitioner came to know regarding the same, he objected to the Principal but she again threatened to implicate him in false case. W.e.f 28.4.2011, his entry was stopped in the school and he was not allowed to work. Even, his wife, who was working in the school, was also threatened. One Shri Swapan was appointed in his place from Jan., 2011. Before, terminating his services, no letter had been issued to him. It is further averred that a letter stating that his resignation had been accepted was pasted on the door of his home. The Principal also alleged a recovery of Rs. 1,72,000/- against him. Before, alleging such amount, he was not given any opportunity to defend himself or to rebut the allegations. He was also threatened that the recovery of said amount i.e Rs.1,72,000/- was to be effected from the salary of his wife. Even, his wife had represented to the Managing Committee on 13.5.2011 that under threat and coercion her undertaking had been taken and that the same should be treated as withdrawn. It is further averred that since, his resignation had been rejected by Managing Committee, for this reason, his termination w.e.f. 12.5.2011, is bad in law. Moreover, no show cause notice/ chargesheet had been issued against him. Even, no enquiry of any kind, was conducted against him. It is further alleged that on 10.8.2011, he had raised a demand notice but despite the expiry of 45 days, the Labourcum Conciliation Officer, Parwanoo failed to either effect conciliation or submit his failure report. Under these circumstances, this application has been filed, before this Court, directly. Against this back-drop, a prayer has been made for his reinstatement w.e.f. 12.5.2011, as an Assistant, along-with all the consequential benefits.

2. The petition has been contested on having raised preliminary objections including maintainability and no legal enforceable cause of action. On merits, it has been sated that the petitioner himself had tendered his resignation which was accepted by the Principal (respondent no.2) and forwarded to the Managing Committee. For want of completion of audit, which was conducted by the Managing Committee from 26.11.2010 to 1.12.2010, and also due to direction, given to Principal, by Director (Colleges), DAV College Managing Committee, New Dehli by letter dated 18.11.2010, the petitioner was not relieved because it was to be ensured that all concerned staff should remain present during audit and relevant records be provided to the audit party. When, the petitioner got this information, regarding audit, he tendered his resignation with malafide intention in order to escape his liabilities regarding irregularities done by him in the accounts. Since, he was drawing salary more than Rs. 10,000/- per month, he was not a workman. It is further maintained that the petitioner had also made irregularities in the accounts as per the audits for the years 2007-08 and 2008-09. At that time, the Principal (Dr. Harmeet Singh) against whom the petitioner has made allegations, was not the Principal of the college. It is also stated that at no point of time, any pressure had been put on the petitioner to tender his resignation. By

submitting affidavit, the wife of the petitioner had undertaken to effect the recovery of Rs. 1,72,000/- if the same could not have been recovered from the petitioner. Other allegations denied.

3. By filing rejoinder, the petitioner has reiterated his own allegations by denying those of the respondents.

4. Pleadings of the parties gave rise to the following issues which were struck on 7.6.2013.

1. Whether the services of the petitioner were terminated illegally by the respondent w.e.f. 12.5.2011 as alleged? . . .OPP.
2. If issue no. 1 is proved, to what service benefits, the petitioner is entitled? . . .OPP.
3. Whether this petition is not maintainable as alleged in preliminary objections no. 1 & 5? . . .OPR.
4. Relief.

6. Before, I proceed further, it is to be made clear that the respondents who were being represented by Shri Arun Chauhan, Advocate, were proceeded against exparte on 18.11.2013, when neither Shri Arun Chauhan, Advocate nor the respondents appeared. When, on 4.12.2013, the case was fixed for the exparte evidence of the petitioner, Shri Naveen Thakur, Advocate appeared as vice counsel for respondents and stated that an application, for getting set aside ex-parte order, was intended to be filed. Thus, on his request, the case was fixed for 24.12.2013, for filing such application which came to be filed on 31.3.2014 and the same was allowed on 16.8.2014. After the allowing of such application, exparte order dated 18.11.2013, against the respondents, stood set aside and the case was listed for 16.9.2014 for the evidence of the petitioner. On the said date, again, none appeared for the respondents and again, they were proceeded against exparte. Thus, by way of exparte evidence, the petitioner examined two witnesses.

7. Besides having heard the learned counsel for the petitioner, I have also gone through the record of the case carefully.

8. For the reasons to be recorded hereinafter while discussing issues for determination, my findings on the aforesaid issues are as under.

- | | | |
|-------------|---|--|
| Issue no. 1 | : | Yes. |
| Issue no. 2 | : | Entitled to reinstatement, in service, with seniority and continuity but without back wages. |
| Issue no.3. | : | No. |
| Relief | : | Reference answered in favoaur of the petitioner, per operative part of award. |

REASONS FOR FINDINGS

ISSUE NO. 1 & 2

9. Being interlinked, both these issues are taken up together for discussion and decision.

10. It has been specifically alleged by the petitioner that he is a workman as defined in section 2 (s) of the Industrial Disputes Act, 1947 (hereinafter referred as Act). Although, in their reply, the respondents have alleged that the petitioner is not a workman as he was drawing salary

more than Rs. 10,000/- per month but in support of such plea, no document has been brought on record. In his affidavit Ex. PW-1/A, the petitioner (Pw-1) has specifically stated that his nature of duties were manual and clerical in nature and that he never performed any supervisory/managerial work. His such evidence has gone un-rebutted. Thus, on record, it stands duly established that the petitioner is a workman as defined in section 2 (s) of the Act.

11. The defence is to this effect that since, the petitioner had committed financial irregularities, he had tendered his resignation, on his own, without any pressure and that the same had been accepted by the Principal (respondent no.1). However, the same was not accepted by the Managing Committee as per letter dated 18.11.2010 because the presence of the petitioner was required for the audit pertaining to the period w.e.f. 26.11.2010 to 1.12.2010. The defence version is also to this effect that since the petitioner had been found to have committed financial irregularities, a sum of Rs. 1,72,000/- was due from him and that the same amount was to be recovered from him. It is also the plea taken by the respondent that the wife of the petitioner, who is also working in the College, had given an affidavit, undertaking therein to get recovered the amount, in question, i.e Rs. 1,72,000/- from her, if the petitioner failed to pay the same.

12. The contention of the petitioner is that he had been pressurized to tender resignation by the Principal and that when he brought this fact to the notice of higher authorities and wanted to withdraw the same, the Principal had told him that the same was torn.

13. From the stand, which has been taken by the respondent, this fact is quite clear that the resignation which had been allegedly tendered by the petitioner, at his own, had not been accepted by the Managing Committee and in this regard, the Principal (respondent no.1) had been informed vide letter dated 18.11.2010. In this way, it is abundantly clear, on record, that the alleged resignation of the petitioner had not been accepted. For want of acceptance of the resignation, the petitioner was to remain in job. However, as is the contention of the petitioner, his services stood terminated w.e.f. 12.5.2011. In case, there had been some financial irregularities, having been committed by the petitioner, it was for the respondents to have issued him show cause notice in that regard and to call for his version/explanation. If the same had not been found to be satisfactory, disciplinary action, as per rules, could have been initiated against him by holding domestic enquiry. Had there been such alleged financial irregularities, having been committed by the petitioner, his resignation which is said to have been voluntarily tendered by him, should not have been accepted by the Principal (respondent no.1.). The petitioner (PW-1), in his affidavit, Ex. PW-1/A has supported all the facts, on material counts, as stated in the application, including that his resignation had been got obtained, by the Principal, under pressure and that the same was told to have not been accepted. Admittedly, the petitioner had been engaged by the respondent no.1 on 17.4.1995, and continued to work as clerk and Assistant till 12.5.2011, when his services were allegedly illegally terminated or that he was not allowed to work. In the instant case, it is quite clear that no notice had been issued to the petitioner before terminating his services as required under section 25-F of the Act. He was also not paid any retrenchment compensation. I may clarify that if the petitioner is found to have committed some financial irregularities, action against him, can be taken in accordance with law. His such alleged financial irregularities cannot be said to be a justified ground for terminating his services without having complied with the mandatory provisions of the Act. I may also mention that the evidence, which has been led by the petitioner, has gone unchallenged. Thus, I hold that the alleged termination of the petitioner w.e.f. 12.5.2011, is illegal and against the provisions of the Act.

14. Now, the question arises as to what service benefits, the petitioner is entitled to. It has been stated by the petitioner that he deserves to be reinstated with all consequential service benefits including back-wages. However, *it has been held by the Hon'ble Supreme Court in 2010 (1) SLJ S.C 70, M/s Ritu Marbals Vs. Prabhakant Shukla* that “full back wages cannot be granted

mechanically, upon a order of termination be declared illegal. It is further held that reinstatement must not be accompanied by payment of full back wages even for the period when the workman remained out of service and contributed little or nothing to the Industry”.

Since, the services of the petitioner had stood terminated in contravention of the provisions of the Act, I hold that he is entitled to reinstatement in service with seniority and continuity but without back wages. Thus, my answer to both these issues are in “yes” accordingly.

ISSUE NO. 3

15. The stand which has been taken by the respondents, in their reply, is that this petition is not maintainable as the petitioner himself had tendered his resignation and that he is not a workman but I may mention that in support of such plea, the respondents have not led any evidence. For want of evidence, I hold this petition to be maintainable. Thus, my answer to this issue is in No.

Relief.

As a sequel to my discussion/findings on the aforesaid issues, the claim of the petitioner succeeds and is hereby allowed with the result the petitioner is ordered to be reinstated in service, forthwith, with seniority and continuity but without back wages. The reference stands answered accordingly. Let a copy of this award be sent to the appropriate government for publication in official gazette. File, after completion be consigned to records.

Announced in the open court today this day of 26th November, 2014.

(A. S. JASWAL)
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

IN THE COURT OF A.S JASWAL, PRESIDING JUDGE, HP INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA

Ref no. : 62 of 2013.
Instituted on : 6.8.2013.
Decided on. : 25.11.2014.

Mohinder Singh S/o Shri Lal Singh R/o Village bhatnog, P.O Kando Bhatnol, Tehsil Shillai, District Sirmour, HP. . .Petitioner.

V/S.

The Divisional Forest Officer, Forest Division Renukaji, District Sirmour, HP. . .Respondent.

Reference under section 10 of the Industrial Disputes Act, 1947.

For petitioner : Shri R.K Khidta, Advocate.
For respondent : Shri Surender Negi, Dy. DA.

AWARD

The reference for adjudication, is as under:—

“Whether time to time termination of the services of Shri Mohinder Singh S/o Shri Lal Singh R/o Village Bhatrog, P.O Kando Bhatrol, Tehsil Shillai, District Sirmour, HP during 2006, 2007 and finally during 2008 by The Divisional Forest Officer, Forest Division Renukaji, District Sirmour, HP without complying with the provisions of Industrial Disputes Act, 1947 is legal and justified? If not, what amount of back-wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer”?

2. Briefly, the case of the petitioner is that in the year, 1994, he was engaged as forest worker by the forest department under Shillai Range and worked as such till the year, 1999 when his services were illegally terminated. Consequent upon the order passed in OA No. 1826/1999, the respondent department was directed to reengage him and accordingly he worked till September, 2010. It is further maintained that as per the admission of the respondent, he had worked till the year, 2008 under different beats of Shillai Range, Division Renukaji. In this way, it has been specifically alleged that in the year 2008, his services had been orally terminated by the respondent, as per the reply, filed to demand notice of the petitioner. However, as a matter of fact, he (petitioner) had worked till 30.9.2010, when his services were terminated without following the mandatory provisions of Industrial Disputes Act, 1947 (hereinafter referred as Act). Although, he had continued to visit the office of the respondent, several times, with the request to reengage him but of no avail. It is further averred that persons, junior to him, namely Ratti Ram and Bir Singh are still working with the respondent. Apart from this, the petitioner had been completing 240 days in each calendar year. Thus, it is alleged that his services were terminated in violation of the provisions of the Act, particularly sections 25-F, 25-G and 25-H. From the date of his illegal termination, he is unemployed. Against this back-drop, a prayer has been made to set aside his termination orders pertaining to the years, 2006, 2007 and finally 2008, and to reengage him with full back-wages and other service benefits and further to direct the respondent to regularize his services, as he has already completed eight years of service, as per the Policy of the State Government.

3. The petition has been contested on having raised preliminary objection qua limitation. On merits, it has been asserted that in the year, 1998, the petitioner had been engaged, as daily waged labourer for seasonal forestry works in Shillai Range of Renukaji Forest Division, as per working days/mandays chart filed along-with the reply. The Administrative Tribunal had passed an order in OA No. 2826 of 1999 that the petitioner be reengaged in the same capacity and in the same place of vicinity. It is further averred that the petitioner had worked, in the department, in casual manner and used to join and leave the job/work at his own sweet-will. He had also not completed 240 days, in the year, in which, he left the work, at his own sweet-will. Thus, he had not been in continuous service as per section 25-B (1) of the Act. It is further maintained that the petitioner had worked on seasonal forestry works in Shillai Range with intermittent breaks and after that, he had left the work at his own sweet-will. His services had never been retrenched as alleged. It is further averred that the seniority list, which was prepared by Khatri Ram, the then Range Officer, Shillai, was not found to be based, on records, and further that he was also not competent to prepare the same. As far as workers namely S/Shri Bir Singh and Ratti Ram are concerned, they had been engaged for seasonal forestry works in the years 1988 and 1999 respectively. In this way, only Ratti Ram, can be said to be junior to the petitioner. Other allegations denied.

4. By filing rejoinder, the petitioner has reiterated his own allegations by denying those of the respondent.

5. Pleadings of the parties gave rise to the following issues which were struck on 15.1.2014.

1. Whether time to time termination of the services of the petitioner during 2006 to 2007 and finally during 2008, by the Divisional Forest Officer, Renukaji, Forest Division without complying with the provisions of the Industrial Disputes Act, 1947 is illegal and unjustified as alleged? . .OPP.
2. If issue no.1 is proved in affirmative to what relief the petitioner is entitled to? . .OPP.
3. Whether this petition not maintainable as alleged? . .OPR.
4. Relief.
6. I have heard the learned counsel for the parties and have also gone through the record of the case carefully.
7. For the reasons to be recorded hereinafter while discussing issues for determination my findings on the aforesaid issues are as under.

Issue no. 1 : Yes accordingly.

Issue no. 2 : Entitled to reinstatement with seniority and continuity but without back wages.

Issue no. 3 : No.

Relief. : Reference answered in favour of the petitioner, per operative part of award.

REASONS FOR FINDINGS

ISSUE NO. 1

8. At the very out-set, I would like to point-out that although, in his statement of claim, the petitioner has alleged that he had worked till September, 2010 but as per the reference, which has been made to this Court, by the appropriate government, this Court is required to ascertain as to whether the services of the petitioner had been terminated, finally, during the year, 2008, without having complied with the provisions of the Act or not. In other words, it can be said that this Court is required to answer the reference which has been made to it.

9. The petitioner, when appeared in the witness box as PW-1, has supported all the facts as stated in the petition including that he was engaged in the year, 1994 as forest worker and continued to remain as such till 1999 when his services were retrenched, without notice and compensation. Then, he had filed a case in the Administrative Tribunal which was registered as OA No. 2826/1999. On his such case, the department again reengaged him and he worked till September, 2010 when he was again retrenched without notice and compensation. Ex. PW-1/A is the demand notice which he had sent to the department. In each calendar year, he had been completing 240 days. The seniority list, which has been prepared by the department, is Ex. PW-1/B. Persons junior to him, namely S/Shri Ratti Ram, Bir Singh, Kalyan Singh, Dharam Singh, Sant Ram etc., are still working with the department. On 30.7.2010, he had been asked by Sunder Singh (Chowkidar) to do work as per order, the copy of which is Ex. PW-1/C. On the basis of that order, he had worked. In the department, the work is still available, throughout the year, which he had been performing. On 3.1.2010, he had been again reengaged by the department but on 20.1.2014,

his services were terminated without any notice and compensation. Neither he had worked w.e.f. 30.9.2010 till Jan., 2010 nor after 20.1.2014, till date. As per the Policy of the Government, he also deserves to be regularized. In the cross-examination, he denied that in the year, 1998, he had been engaged for seasonal works and that he was in the habit to come for work as per his own convenience. He denied that from 2010 to 2014, he had remained the Pradhan of Village Forest Department Committee and during that period, he had worked on bill basis. He denied that except the year, 2005, he had not completed 240 days in any calendar year. He denied that Ratti Ram, Dharam Singh etc., used to come for work, whereas he had not been coming. He further denied that in the year, 2008, on his own, he left the work. He denied that in the years, 2010, 2012, 2013 and 2014, he had worked with the department, on bill basis.

10. PW-2, Sunder Singh states that in the year, 2010, he was Chowkidar in the Shillai Forest beat, Bhatnol. Range Officer, Shillai had passed an order to him that in Bhatnol Plantation area, plants were to be uprooted so that new plantations could be done. Thus, he had ordered Mahender Singh (petitioner), Lal Singh, Inder Singh etc., for doing the needful, as per order, Ex. Pw-1/C dated 30.7.2010. In the cross-examination, he admitted that the muster roll is kept by the department and the aforesaid work was being done by the department on bill basis.

11. Shri Inder Singh (PW-3), was engaged as forest worker in Shillai Range in the year, 1983-84. According to him, he has been working with the department till date. On the orders of the Court, he was regularized in the year, 2012. Before his regularization, he had been completing 240 days in each year. The petitioner had been working with him. The work, which they had been doing before 2006, is still available with the department. In the crossexamination, he stated that from the year, 2006, the work is available with the department on seasonal basis. He admitted that now, the work is done on bill basis.

12. According to Shri Vijay Pal (RW-1), the petitioner had been engaged for seasonal forestry works in the year, 1998 and that Ex. RW-1/A is his mandays chart. He had worked till 2008. Except the year, 2005, he had not worked for more than 240 days in any calendar year. The petitioner had left the job/work in the year, 2008. Prior to that, he had been doing the work at his own choice. The seniority list of the workers is prepared at Divisional level. The petitioner had worked in the years, 2009, 2010 and 2011. He had left the job, on his own, and that his services were not terminated by the department. Thus, his services cannot be regularized. In the cross-examination, he admitted that the petitioner had been engaged in the year, 1994 and that he continued to work till 1999, when his services were disengaged. In the year, 1999, the petitioner had filed OA No. 2826 of 1999 in which, it was ordered that he be reengaged. Thereafter, the petitioner worked till 2010. He denied that the petitioner had been terminated without notice and compensation. He admitted that the department had engaged the petitioner till 20.1.2014 and then on 21.1.2014, he was terminated. Seniority list Ex. PW-1/B, has been prepared by their department. As per seniority list, the petitioner had worked from the year, 1998 and that as per this list, the petitioner had completed 240 days in the years, 2001, 2002, 2003, 2004, 2005 and 2006. S/Shri Ratti Ram and Bir Singh are still working with them. He denied that both the said workers are junior to the petitioner. As per their reply, the department has admitted that the said workers are junior to the petitioner.

13. Shri Khatri Ram (RW-2), states that in the year, 2006, he was holding the charge of Range Officer and that Ex. PW-1/B, has been prepared by him as per the records. He further stated that Ex. PW-1/B was not found to be correct as per the records. In the crossexamination, he admitted that he had prepared Ex. Pw-1/B on the basis of records available in the office, correctly. He admitted that the daily waged workers have been regularized by the department who had been completing 240 days in a calendar year.

14. According to Shri Gurdeep Singh (RW-3), he was posted in Shillai Range in the year, 2010, 2011. During that period, Village Development Committees had been constituted for seasonal forest works. In this way, the work of the department was being got carried on bill basis. In the year 2010-2011, the petitioner was the President of the said committee and remained as such for five years. He (RW-3) was the Secretary of that committee. The petitioner had been doing the work himself and also used to get the work done from other labourers, on bill basis, as and when the works used to be available with the department. In the cross-examination, he admitted that when he joined in Shillai Range, in the year, 2010-2011, daily waged workers/labourers had already been working there. Even, at present, daily wagers are working with the department. He admitted that at the instance of the department, he has come to depose before this Court.

15. Ex. RW-1/A, is the mandays chart of the petitioner. Its perusal goes to show that he had worked for 89 days in the year, 1998. From this chart, it is further borne out that in the year, 2008, the petitioner had worked for 56 days. This document also shows that in the years, 2009 and 2010, the petitioner had not worked at all. Although, the case of the petitioner is that he had been engaged in the year, 1994 but in support of his such contention, he has not brought, on record, any such document. In his claim petition, it has also been mentioned, by him that when he was ordered to be reengaged by the Administrative Tribunal consequent upon his OA No. 2826 of 1999, he continued to work till September, 2010 but his such contention, in this regard, does not find support from Ex. RW-1/A, which clearly goes to show that the petitioner had not worked during the years, 2009 and 2010. Thus, this Court is required to see till when the petitioner had worked with the department as daily wager. No doubt, evidence has come, on record, that the petitioner had kept on working with the department till 20.1.2014 but there is no such record, on file, which could go to show that till then (20.1.2014) he had done the work as daily wager. The respondent has led evidence that, on bill basis, the petitioner had worked with the department. Although, the reference is also to this effect, as to whether the services of the petitioner, during the years, 2006 and 2007, had been terminated illegally but from the perusal of mandays chart, Ex. RW-1/A, it is quite clear that he (petitioner) had worked for 233 days in the year 2006 and 230 days in the year, 2007. If, his services had been terminated in the years, 2006, illegally, he was not to work in the year, 2007. Similarly, if his services had been terminated in the year, 2007, then he was not to work in the year, 2008, in which, as per Ex. RW-1/A, he has been shown to have worked for 56 days. From this document, now, there is no ambiguity, before me, that in fact, the petitioner had ceased to work in the year, 2008. Whereas, the plea of the petitioner is that his services had been illegally terminated by the respondent without notice and compensation, the defence version is that, on his own, he had left the job. In other words, it can be said that as per the respondent the petitioner had abandoned the job. When, such is the defence of the respondents, then it is upon them to prove with cogent and reliable evidence that the petitioner had abandoned the job. I may mention that there is no such evidence, on record, which could go to show that any notice had been sent to the petitioner to join his duties/job when he allegedly abandoned the job. In these circumstances, the version of the respondent that the petitioner had abandoned the job, is not proved.

16. From, Ex. RW-1/A, it is revealed that in the year, 2008, the petitioner had not completed 240 working days. To claim benefit under section 25-F of the Act, it was upon the petitioner to have established that prior to his termination, he had completed 240 days. It has been held in 2009 (120) FLR 1007 an Civil Appeal no. 4468 of 2005 of Hon'ble Supreme Court incase titled as Relip Nagarpalika Vs. Babuji Gabhaji Thakore and others that:

"The burden of proof lies on the workman to show that he had worked continuously for 240 days for the preceding one year and it is for the workman to adduce evidence apart from examining himself to prove the factum of being in employment of the employer."

Since, the petitioner has failed to prove that he had worked continuously for 240 days in the preceding one year from the date of his termination, his alleged termination cannot be said to be in contravention of the provisions of section 25-F of the Act.

17. Here, it is further to be noted that the petitioner has also challenged his termination to be illegal and unjustified on the ground that his juniors have been kept in service. From the evidence, on record, he has proved that Ratti Ram is junior to him. In this way, his termination in the year, 2008 can be said to be in violation of the provisions of section 25-G and 25-H of the Act. It has been held by our own Hon'ble High Court, incase titled as *State of HP & Others V/s Bhatag Ram & Anr. as reported in latest HLJ 2007 (HP) 903*. that :—

“Continuing of 240 days is not necessary in 12 calendar months. It is not necessary to workman to complete 240 days during 12 months for taking the benefits of section 25-G & 25-H of the Act.”

18. For my above discussion and law laid down by the Hon'ble High Court (supra), I have no hesitation in holding that the services of the petitioner had been terminated/disengaged, illegally and in an unjustified manner and that too without complying with the provisions of the Act. Accordingly, my answer to this issue is in “Yes”.

ISSUE NO. 2

19. The contention of the petitioner is to this effect that he is unemployed from the date, when his services were terminated. I may mention that from the evidence, on record, as referred to above, it is abundantly clear that even after his termination, he had been doing the work. Ld. Counsel for the petitioner has relied upon 2014 LLR 1075, Raghbir Singh Vs. General Manager, Haryana Roadways Hissar, in support of his contention that the petitioner is entitled to be reinstated with full back wages. I may mention that this ruling is not applicable to the facts of the present case because in the said case, the services of the employee had been terminated without conducting enquiry but in the instant case, it is not the claim of the petitioner that his services had been terminated without conducting enquiry. Here, I may point-out that *the Hon'ble Supreme Court in 2010 (1) SLJ S.C 70, M/s Ritu Marbals Vs. Prabhakant Shukla* has ruled that “full back wages cannot be granted mechanically, upon a order of termination be declared illegal. It is further held that reinstatement must not be accompanied by payment of full back wages even for the period when the workman remained out of service and contributed little or nothing to the Industry”.

20. The petitioner has also claimed regularization in service. His such claim cannot be taken by this Court because as far as the regularization is concerned, it is to be ordered by the department concerned as per the Policy of the State Government regarding regularization of daily wagers.

21. Consequently, for what has been stated and observed above, the petitioner is held entitled to be reinstated in service with seniority and continuity but without back wages. Thus, my answer to this issue is in “Yes”.

ISSUE NO. 3

22. An objection has been taken by the respondents that this petition is not maintainable because it was filed after three years from the date when the petitioner had left the job. I may mention that Limitation Act is not applicable to the proceedings under the Act. Moreover, when a reference is made to this Court, by the appropriate government, it is required to be decided. It is further to be noted that pursuant to the receipt of reference, in this Court, from the appropriate government, the petitioner had filed his statement of claim. Thus, it cannot be said that his such claim is not legally maintainable. By holding it to be maintainable, my answer to this issue is in “no”.

RELIEF.

As a sequel to my discussion/findings on the aforesaid issues, the claim of the petitioner is partly allowed and as such the respondent is directed to reinstate him with seniority and continuity but without back wages. The reference stands answered accordingly. Let a copy of this award be sent to the appropriate government for publication in official gazette.

File, after completion be consigned to records. Announced in the open court today this day of 25th November, 2014.

(Parveen)

(A. S JASWAL)
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

**IN THE COURT OF A.S JASWAL, PRESIDING JUDGE, HP INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Ref no. : 42 of 2013.
Instituted on : 12.7.2013.
Decided on : 25.11.2014.

Lal Singh S/o Shri Molu Ram R/o Village Parli, Tehsil Shillai, District Sirmour, HP.

. .Petitioner..

V/S.

The Divisional Forest Officer, Forest Division Renukaji, District Sirmour, HP.

. .Respondent.

Reference under section 10 of the Industrial Disputes Act, 1947.

For petitioner : Shri R.K Khidta, Advocate.

For respondent : Shri Surender Negi, Dy. DA.

AWARD

The reference for adjudication, is as under:—

“Whether time to time termination of the services of Shri Lal Singh S/o Shri Molu Ram R/o Village Parli, Tehsil Shillai, District Sirmour, HP during 2006, 2007 and finally during 2008 by The Divisional Forest Officer, Forest Division Shri Renukaji, District Sirmour, HP without complying with the provisions of Industrial Disputes Act, 1947 is legal and justified? If not, what amount of back-wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer”?

2. Briefly, the case of the petitioner is that in the year, 1994, he was engaged as forest worker by the forest department under Shilai Range and worked as such till the year, 1999 when his services were illegally terminated. Consequent upon the order passed in OA No. 1806/2000, the respondent department was directed to reengage him and accordingly he worked till September, 2010. It is further maintained that as per the admission of the respondent, he had worked till the

year, 2008 under different beats of Shillai Range, Division Renukaji. In this way, it has been specifically alleged that in the year 2008, his services had been orally terminated by the respondent, as per the reply, filed to demand notice of the petitioner. However, as a matter of fact, he (petitioner) had worked till 30.9.2010, when his services were terminated without following the mandatory provisions of Industrial Disputes Act, 1947 (hereinafter referred as Act). Although, he had continued to visit the office of the respondent, several times, with the request to reengage him but of no avail. It is further averred that persons, junior to him, namely Ratti Ram and Bir Singh are still working with the respondent. Apart from this, the petitioner had been completing 240 days in each calendar year. Thus, it is alleged that his services were terminated in violation of the provisions of the Act, particularly sections 25-F, 25-G and 25-H. From the date of his illegal termination, he is unemployed. Against this back-drop, a prayer has been made to set aside his termination orders pertaining to the years, 2006, 2007 and finally 2008, and to reengage him with full back-wages and other service benefits and further to direct the respondent to regularize his services as he had already completed eight years of service, as per the Policy of the State Government.

3. The petition has been contested on having raised preliminary objection qua limitation. On merits, it has been asserted that in the year, 1998, the petitioner had been engaged, as daily waged labourer for seasonal forestry works in Shillai Range of Renukaji Forest Division, as per working days/mandays chart filed along-with the reply. The Administrative Tribunal had passed an order in OA No. 1806 of 2000 that the petitioner be reengaged in the same capacity and in the same place of vicinity. It is further averred that the petitioner had worked, in the department, in casual manner and used to join and leave the job/work at his own sweet-will. He had also not completed 240 days, in the year, in which, he left the work, at his own sweet-will. Thus, he had not been in continuous service as per section 25-B (1) of the Act. It is further maintained that the petitioner had worked on seasonal forestry works in Shillai Range with intermittent breaks and after that, he had left the work at his own sweet-will. His services had never been retrenched as alleged. It is further averred that the seniority list, which was prepared by Khatri Ram, the then Range Officer, Shillai, was not found to be based, on records, and further that he was also not competent to prepare the same. As far as workers namely S/Shri Bir Singh and Ratti Ram are concerned, they had been engaged for seasonal forestry works in the years 1988 and 1999 respectively. In this way, only Ratti Ram, can be said to be junior to the petitioner. Other allegations denied.

4. By filing rejoinder, the petitioner has reiterated his own allegations by denying those of the respondent.

5. Pleadings of the parties gave rise to the following issues which were struck on 15.1.2014.

1. Whether time to time termination of the services of the petitioner during 2006 to 2007 and finally during 2008, by the Divisional Forest Officer, Renukaji, Forest Division without complying with the provisions of the Industrial Disputes Act, 1947 is illegal and unjustified as alleged? . . .OPP.
2. If issue no.1 is proved in affirmative to what relief the petitioner is entitled to? . . .OPP.
3. Whether this petition not maintainable as alleged? . . .OPR.

Relief.

6. I have heard the learned counsel for the parties and have also gone through the record of the case carefully.

7. For the reasons to be recorded hereinafter while discussing issues for determination my findings on the aforesaid issues are as under.

Issue no.1	:	Yes accordingly.
Issue no.2	:	Entitled to reinstatement with seniority and continuity but without back wages.
Issue no.3	:	No.
Relief	:	Reference answered in favour of the petitioner, per operative part of award.

REASONS FOR FINDINGS

ISSUE NO.1

8. At the very out-set, I would like to point-out that although, in his statement of claim, the petitioner has alleged that he had worked till September, 2010 but as per the reference, which has been made to this Court, by the appropriate government, this Court is required to ascertain as to whether the services of the petitioner had been terminated, finally, during the year, 2008, without having complied with the provisions of the Act or not. In other words, it can be said that this Court is required to answer the reference which has been made to it.

9. The petitioner, when appeared in the witness box as PW-1, has supported all the facts as stated in the petition including that he was engaged in the year, 1994 as forest worker and continued to remain as such till 1999 when his services were retrenched, without notice and compensation. Then, he had filed a case in the Administrative Tribunal which was registered as OA No. 1806/2000. On his such case, the department again reengaged him and he worked till September, 2010 when he was again retrenched without notice and compensation. Ex. PA-1/A is the demand notice which he had sent to the department. In each calendar year, he had been completing 240 days. The seniority list, which has been prepared by the department, is Ex. PW-1/B. Persons junior to him, namely S/Shri Ratti Ram, Bir Singh, Kalyan Singh, Dharam Singh, Sant Ram etc., are still working with the department. On 30.7.2010, he had been asked by Sunder Singh (Chowkidar) to do work as per order, the copy of which is Ex. PW-1/C. On the basis of that order, he had worked. In the department, the work is still available, throughout the year, which he had been performing. On 3.1.2010, he had been again reengaged by the department but on 20.1.2014, his services were terminated without any notice and compensation. Neither he had worked w.e.f. 30.9.2010 till Jan., 2010 nor after 20.1.2014, till date. As per the Policy of the Government, he also deserves to be regularized. In the cross-examination, he denied that in the year, 1994, he had been engaged for seasonal works and that he was in the habit to come for work as per his own convenience. He denied that except the year, 2005, he had not completed 240 days in any calendar year. He denied that Ratti Ram, Dharam Singh, Vir Singh etc., used to come for work, whereas he had not been coming. He further denied that in the year, 2008, on his own, he left he work. He denied that in the years, 2010, 2012, 2013 and 2014, he had worked with the department, on bill basis.

10. PW-2, Sunder Singh states that in the year, 2010, he was Chowkidar in the Shillai Forest beat, Bhatnol. Range Officer, Shillai had passed an order to him that in Bhatnol Plantation area, plants were to be aborted so that new plantations could be done. Thus, he had ordered mahender Singh (petitioner), Lal Singh, Inder Singh etc., for doing the needful as per order Ex. Pw-1/C dated 30.7.2010. In the cross-examination, he admitted that the muster roll is kept by the department and the aforesaid work was being done by the department on bill basis.

11. Shri Inder Singh (PW-3), was engaged as forest worker in Shillai Range in the year, 1983-84. According to him, he has been working with the department till date. On the orders of the Court, he was regularized in the year, 2012. Before his regularization, he had been completing 240 days in each year. The petitioner had been working with him. The work, which they had been doing before 2006, is still available with the department. In the cross-examination, he stated that from the year, 2006, the work is available with the department on seasonal basis. He admitted that now, the work is done on bill basis.

12. According to Shri Vijay Pal (RW-1), the petitioner had been engaged for seasonal forestry works in the year, 1998 and that Ex. RW-1/A is his mandays chart. He had worked till 2008. Except the year, 2005, he had not worked for more than 240 days in any calendar year. The petitioner had left the job/work in the year, 2008. Prior to that, he had been doing the work at his own choice. The seniority list of the workers is prepared at Divisional level. The petitioner had not worked in the years, 2009, 2010 and 2011. He had left the job, on his own and that his services were not terminated by the department, thus, his services cannot be regularized. In the cross-examination, he admitted that the petitioner had been engaged in the year, 1994 and that he continued to work till 1999, when his services were disengaged. In the year, 1999, the petitioner had filed OA No. 1806 of 2000 in which, it was ordered that he be reengaged. Thereafter, the petitioner worked till September, 2010 continuously. He denied that the petitioner had been terminated without notice and compensation. He admitted that the department had engaged the petitioner till 20.1.2014 and then on 21.1.2014, he was terminated. Seniority list Ex. PW-1/B, has been prepared by their department. As per seniority list, the petitioner had worked from the year, 1994 and that as per this list, the petitioner had completed more than 240 days in the years, 1995, 2001, 2002, 2003, 2004 and 2005. S/Shri Ratti Ram and Bir Singh are still working with them. He denied that both the said workers have been regularized.

13. Shri Khatri Ram (RW-2), states that in the year, 2006, he was holding the charge of Range Officer and that Ex. PW-1/B, has been prepared by him as per the records. He further stated that Ex. PW-1/B was not found to be correct as per the records. In the cross-examination, he admitted that he had prepared Ex. PW-1/B on the basis of records available in the office, correctly. He admitted that the daily waged workers have been regularized by the department who had been completing 240 days in a calendar year.

14. Ex. RW-1/A, is the mandays chart of the petitioner. Its perusal goes to show that he had worked for 20 days in the year, 1997. From this chart, it is further borne out that in the year, 2008, the petitioner had worked for 26 days. This document also shows that in the years, 2009, 2010 and 2011, the petitioner had not worked at all. Although, the case of the petitioner is that he had been engaged in the year, 1994 but in support of his such contention, he has not brought, on record, any such document. In his claim petition, it has also been mentioned, by him that when he was ordered to be reengaged by the Administrative Tribunal consequent upon his OA No. 1806 of 2000, he continued to work till September, 2010 but his such contention, in this regard, does not find support from Ex. RW-1/A, which clearly goes to show that the petitioner had not worked during the years, 2009, 2010 and also 2011. Thus, this Court is required to see till when the petitioner had worked with the department as daily wage. No doubt, evidence has come, on record, that the petitioner had kept on working with the department till 20.1.2014 but there is no such record, on file, which could go to show that till then (20.1.2014) he had done the work as daily wage. The respondent has led evidence that, on bill basis, the petitioner had worked with the department. Although, the reference is also to this effect, as to whether the services of the petitioner during the years, 2006 and 2007 had been terminated illegally but from the perusal of mandays chart Ex. RW-1/A, it is quite clear that he (petitioner) had worked for 138 days in the year 2006 and 120 days in the year, 2007. If, his services had been terminated in the years, 2006, illegally, he was not to work in the year, 2007. Similarly, if his services had been terminated in the year, 2007,

then he was not to work in the year, 2008, in which, as per Ex. RW-1/A, he has been shown to have worked for 26 days. From this document, now, there is no ambiguity, before me, that in fact, the petitioner had ceased to work in the year, 2008. Whereas, the plea of the petitioner is that his services had been illegally terminated by the respondent without notice and compensation, the defence version is that, on his own, he had left the job. In other words, it can be said that as per the respondent the petitioner had abandoned the job. When, such is the defence of the respondents, then it is upon them to prove with cogent and reliable evidence that the petitioner had abandoned the job. I may mention that there is no such evidence, on record, which could go to show that any notice had been sent to the petitioner to join his duties/job when he allegedly abandoned the job. In these circumstances, the version of the respondent that the petitioner had abandoned the job, is not proved.

15. From, Ex. RW-1/A, it is revealed that in the year, 2008, the petitioner had not completed 240 working days. To claim benefit under section 25-F of the Act, it was upon the petitioner to have established that prior to his termination, he had completed 240 days. It has been held in 2009 (120) FLR 1007 an Civil Appeal no. 4468 of 2005 of Hon'ble Supreme Court incase titled as *Relip Nagarpalika Vs. Babuji Gabhaji Thakore and others* that:

"The burden of proof lies on the workman to show that he had worked continuously for 240 days for the preceding one year and it is for the workman to adduce evidence apart from examining himself to prove the factum of being in employment of the employer."

Since, the petitioner has failed to prove that he had worked continuously for 240 days in the preceding one year from the date of his termination, his alleged termination cannot be said to be in contravention of the provisions of section 25-F of the Act.

16. Here, it is further to be noted that the petitioner has also challenged his termination to be illegal and unjustified on the ground that his juniors have been kept in service. From the evidence, on record, he has proved that Ratti Ram is junior to him. In this way, his termination in the year, 2008 can be said to be in violation of the provisions of section 25-G and 25-H of the Act. It has been held by our own Hon'ble High Court, incase titled as *State of HP & Others V/s Bhatag Ram & Anr. as reported in latest HLJ 2007 (HP) 903*. that :—

"Continuing of 240 days is not necessary in 12 calendar months. It is not necessary to workman to complete 240 days during 12 months for taking the benefits of section 25-G & 25-H of the Act."

17. For my above discussion and law laid down by the Hon'ble High Court (supra), I have no hesitation in holding that the services of the petitioner had been terminated/disengaged, illegally and in an unjustified manner and that too without complying with the provisions of the Act. Accordingly, my answer to this issue is in "Yes".

ISSUE NO. 2

18. The contention of the petitioner is to this effect that he is unemployed from the date, when his services were terminated. I may mention that from the evidence, on record, as referred to above, it is abundantly clear that even after his termination, he had been doing the work. Ld. Counsel for the petitioner has relied upon 2014 LLR 1075, Raghbir Singh Vs. General Manager, Haryana Roadways Hissar, in support of his contention that the petitioner is entitled to be reinstated with full back wages. I may mention that this ruling is not applicable to the facts of the present case because in the said case, the services of the employee had been terminated without conducting enquiry but in the instant case, it is not the claim of the petitioner that his services had been

terminated without conducting enquiry. Here, I may point-out that *the Hon'ble Supreme Court in 2010 (1) SLJ S.C 70, M/s Ritu Marbals Vs. Prabhakant Shukla* has ruled that “full back wages cannot be granted mechanically, upon a order of termination be declared illegal. It is further held that reinstatement must not be accompanied by payment of full back wages even for the period when the workman remained out of service and contributed little or nothing to the Industry”.

19. The petitioner has also claimed regularization in service. His such claim cannot be taken by this Court because as far as the regularization is concerned, it is to be ordered by the department concerned as per the Policy of the State Government regarding regularization of daily wagers.

20. Consequently, for what has been stated and observed above, the petitioner is held entitled to be reinstated in service with seniority and continuity but without back wages. Thus, my answer to this issue is in “Yes”.

ISSUE NO. 3

21. An objection has been taken by the respondents that this petition is not maintainable because it was filed after three years from the date when the petitioner had left the job. I may mention that Limitation Act is not applicable to the proceedings under the Act. Moreover, when a reference is made to this Court, by the appropriate government, it is required to be decided. It is further to be noted that pursuant to the receipt of reference, in this Court, from the appropriate government, the petitioner had filed his statement of claim. Thus, it cannot be said that his such claim is not legally maintainable. By holding it to be maintainable, my answer to this issue is in “no”.

RELIEF :

As a sequel to my discussion/findings on the aforesaid issues, the claim of the petitioner is partly allowed and as such the respondent is directed to reinstate him with seniority and continuity but without back wages. The reference stands answered accordingly. Let a copy of this award be sent to the appropriate government for publication in official gazette. File, after completion be consigned to records.

Announced in the open court today this day of 25th November, 2014.

(A. S. JASWAL)
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

IN THE COURT OF A.S JASWAL, PRESIDING JUDGE, HP INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA

Ref no. : 65 of 2013.
Instituted on : 17.9.2013.
Decided on : 24.11.2014.

Vikas Sharma S/o Shri Satpal Sharma, House No. 1405, Kamla Nagar, Kalka, Haryana.

..Petitioner.

VS.

1. The Employer/Factory Manager M/s Regalia Laminates, Plot No. 31,36 and 37 EPIP-II, Thana Baddi, District Solan, HP.
2. The Employer/Factory Manager M/s Regalia Laminates, MCD Building 1st Floor D/B Gupta Road, Pehar Ganj, New Dehli, 110055. . . Respondent.

Reference under section 10 of the Industrial Disputes Act, 1947.

For petitioner : Shri R.K Khidta, Advocate.

For respondent : Shri Vishal Sharma, Advocate.

AWARD

The reference for adjudication, is as under:—

“Whether termination of services of Shri Vikas Sharma S/o Shri Satpal Sharma House No. 1405, Kamla Nagar, Kalka, Haryana w.e.f. 29.3.2012, by the the Employer/Factory Manager M/s Regalia Laminates, Plot No. 31,36 and 37 EPIP-II, Thana Baddi, District Solan, HP (present address) and the Employer/Factory Manager M/s Regalia Laminates, MCD Building 1st Floor D/B Gupta Road, Pehar Ganj, New Dehli, 110055 (Corporate address) without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer?”.

2. Briefly, the case of the petitioner is that he was engaged as Sight Incharge by the respondents company in the year, 2002 and worked as such till 2004. Thereafter, he was engaged, in the factory, as Dispatch Incharge and worked till 29.3.2012, when his services were illegally terminated without complying with the mandatory provisions of Industrial Disputes Act, 1947 (hereinafter referred as Act). Although, he had been visiting the office of the respondents, several times, with the request to reengage him but of no avail. Before, his termination, neither he had been issued notice nor paid retrenchment compensation. Even, persons junior to him, are still working with the respondent company. It has also been stated that after his termination, he is unemployed. Against this back-drop, a prayer has been made for his reinstatement along-with all consequential benefits.

3. Respondents were duly served and they were represented by Shri Vishal Sharma, Advocate. Although, the respondents had been afforded several opportunities to file reply but they failed to do so. On 11.8.2014, when the case was fixed for the reply, as last opportunity, they again failed to file reply and one more opportunity was given to them subject to costs of Rs. 500/-. When, the case was taken up on 22.8.2014, for filing reply by the respondents, the needful was not done. Even, the cost of Rs. 500/- had not been paid. In these circumstances, the defence of the respondents was struck-off by this Court. Although, reference could have been answered/decided on the same day i.e 22.8.2014, but still this Court thought it expedient to call for the evidence of the petitioner.

4. In support of his case, the petitioner examined himself as PW-1.

5. Besides having heard the Ld. Counsel for the parties, I have carefully gone through the material, on record.

6. The contention of the petitioner is that his services had been terminated, w.e.f. 29.3.2012, without having complied with the mandatory provisions of the Act because neither he had been issued any notice nor paid retrenchment compensation. The case of the petitioner is further to this effect that the respondents have kept persons junior to him in service. In this way, the petitioner has alleged his termination to be illegal for being in violation of the provisions of section 25-F, 25-G and 25-H of the Act

7. When, the petitioner appeared in the witness box, as PW-1, he has supported his case on all material counts including that w.e.f. 29.3.2012, his services have been terminated without notice and compensation. He has also clarified that before terminating his services, no enquiry had been got conducted. In every calendar year, he had been completing 240 days. Persons, junior to him, namely S/Shri Sandeep etc., are still working with the respondents. Even, at present, the work is available with the respondents which he had been performing. From the time, his services were terminated, he is un-employed.

8. The averments, as made in the statement of claim, by the petitioner, have gone unchallenged/unrebutted for the reason that no reply thereto has been filed, by the respondents, as their defence was struck-off by this Court. Apart from this, the statement of the petitioner (PW-1), has also gone unchallenged/unrebutted. Thus, on record, it stands duly proved that the services of the petitioner w.e.f. 29.3.2012, had been terminated in violation of the provisions of the Act because neither he had been issued notice nor paid retrenchment compensation at the time of his retrenchment. Even, persons junior to the petitioner namely S/Shri Sandeep etc. are still working with the respondent.

9. Consequently, on the basis of the unrebutted/unimpeached evidence of the petitioner, I hold that his services w.e.f. 29.3.2012, had been terminated in violation of the provisions of the Act.

10. Now, the question arises as to what service benefits, the petitioner is entitled to. It has been stated by the petitioner that since his retrenchment, he is unemployed. I may also like to point-out that initially the petitioner had been engaged by the respondent company in the year, 2002 as Sight Incharge and worked as such till 2004 and thereafter, in his capacity as dispatch Incharge, in the company, he had continued to work till 29.3.2012. This goes to show that for about ten years, he had continued to remain in the service of the respondents. Keeping in mind his long tenure of service, I am of the view that he is entitled to be reinstated in service, forthwith, with seniority and continuity along-with back-wages @ 50%. Let a copy of this order/award be sent to the appropriate government for publication in official gazette. File, after completion be consigned to records. Announced in the open Court today i.e on 24th Day of November, 2014.

(A.S JASWAL)
*Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.*

**IN THE COURT OF A. S. JASWAL, PRESIDING JUDGE, HP INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Ref no. : 49 of 2014

Instituted on : 10.6.2014

Decided on : 26.11.2014.

Sh. Pawan Kumar, S/O Shri Krishan Lal, R/O Village Rampur Banjaran, P.O. Dhaula Kuan, Tehsil Paonta Sahib, District Sirmour, H.P. . .Petitioner.

VS.

1. The Manager/Employer M/s Ameya Plastics, Contractor of M/s Marico Limited, Village Tokyon, P.O. Dhaula-Kuan, Tehsil Paonta Sahib, District Sirmour, H.P (Contractor).
2. The Manager/Employer, M/s Marico Limited, Village Tokyon, P.O. Dhaula-Kuan, Tehsil Paonta Sahib, District Sirmour, H.P. (Principle Employer) . .Respondents.

Reference under section 10 of the Industrial Disputes Act, 1947.

For petitioner : None.
 For respondent No.1 : Shri Tarsem Singh, AR.
 For respondent No.2 : None.

AWARD

The reference for adjudication, is as under:—

“Whether termination of services of Sh. Pawan Kumar S/O Shri Krishan Lal, R/O Village Rampur Banjaran, P.O. Dhaula-Kaun, Tehsil Ponta Sahib, District Sirmour, H.P. by the (1) Manager/Employer, M/s Ameya Plastics, Contractor of M/ Marico Limited, Village ToKyon, P.O. Dhaula_ Kuan, Tehsil Paonta Sahib, District Sirmour, H.P. (Contractor) (2) The Manager/Employer, M/s Marico Limited, Village Tokyon, P.O. Dhaula_kaun, Tehsil paonta Sahib, District Sirmour, H.P (Principle Employer) w.e.f. 29.09.2012 without following the provisions of Industrial Disputes Act, 1947, is legal and justified ? If not, what amount of back wages, seniority, past service benefits and compensation the above Ex-worker is entitled to from the above employer?”

2. Consequent upon the receipt of reference, to this Court, notices were issued to the parties. Whereas, respondents put their presence before this Court through their authorized representatives, on the fixed date i.e 30.7.2014, the notice issued to the petitioner was not received. Again, on 30.7.2014, it was ordered that fresh notice be issued to the petitioner and that service be effected, upon him, by way of affixation. On the fixed date i.e 22.9.2014, the petitioner was duly served through affixation but he failed to appear before this Court. In order to afford him opportunity to put forth his claim, this Court again ordered that fresh notice be issued to the petitioner returnable for 30.10.2014, on which date, the petitioner had again been served, as per law, but failed to appear before this Court. Considering this fact that a reference could not have been dismissed in default, this Court again ordered that fresh notice be issued to the petitioner, through ordinary as well as registered post, returnable for 26.11.2014 but neither the registered post was received, in this Court, either served or unserved nor the ordinary summon. In these circumstances, this Court was left with no other alternative but to conclude that the petitioner was not interested to proceed with his claim. Thus, I decided to dispose of the reference, made to this Court by the appropriate government, on the basis of material, which-so-ever, is available.

3. The case of the petitioner, as is revealed from the reference is that his services had been terminated w.e.f. 29.9.2012 by the respondents without following the provisions of Industrial Disputes Act, 1947 and for this reason the same is illegal and unjustified.

4. Already, it has been made known that despite the best efforts of this Court, the petitioner failed to appear in order to support his claim by filing statement of claim.

5. In the reply, which has been filed by respondent no.1, it has been alleged that on the basis of contract/agreement, the replying respondent is the licenced contractor of respondent no.2. The petitioner had joined respondent no.1, on 8.6.2012, as contractual labourer for doing unskilled nature of work, purely on temporary/fixed term basis. On 28.9.2012, he (petitioner) had committed grave act of indiscipline amounting to sexual harassment in respect of one of female co-worker, Ms. Reena D/o Shri Om Prakash and in this regard, a written complaint had been filed against him with the replying respondent and also with Police Station Majra. Thus, a chargesheet dated 29.9.2012, had been issued to him for the alleged misconduct. In view of the extreme gravity of the matter, the petitioner was suspended vide said chargesheet, which he had refused to receive. Thus, the chargesheet dated 29.10.2012, had to be sent to him, through registered post along-with AD, on 1.10.2012. Even, on having conducted investigation, the Incharge P.S Majra, registered a case/FIR dated 4.10.2012, against the petitioner under section 294, 506 and 34 IPC. It is also averred that the petitioner had also been served with letter dated 10.10.2012, by the replying respondent through registered post, wherein, he had been asked to submit his written explanation failing which it was to be presumed that he was no longer interested to continue in the service of replying respondent. To the said letter, no reply was filed. Thus, his services were dispensed with w.e.f. 17.10.2012, by tendering him all the payable dues as full & final settlement.

6. Respondent no.2, in his reply has stated that the petitioner was not its employee.

7. Besides having gone through the material, on record, I have also heard Shri Tarsem Singh, AR, appearing on behalf of respondent no.1.

8. As per the petitioner, his termination w.e.f. 29.9.2012, is in violation of the provisions of the Act. At the very out-set, I would like to point-out that in support of his such plea, he has not filed statement of claim. Respondent no.1, in his reply, has made it clear that since, the petitioner had indulged in grave act of misconduct, by sexually harassing one of the female co-workers namely Ms. Reena, he had been chargesheeted and also put under suspension, on 29.9.2012. A criminal case was also registered against him at P.S Majra on 4.10.2012. Since, the petitioner had refused to receive the chargesheet and also failed to reply letter dated 10.1.2012, his services were dispensed with w.e.f. 17.10.2012. This clearly goes to show that it was the self-conduct of the petitioner that he had failed to receive the chargesheet and to submit his written explanation, as called for vide letter dated 10.10.2012. When, such is the position, it cannot be said that his services were illegally terminated by respondent no.1 in violation of the provisions of the Act. On the contrary, it is quite apparent that the petitioner, on having committed an act of grave indiscipline, by sexually harassing Ms. Reena (Co-worker), had abandoned his job. Resultantly, I hold that the petitioner has failed to prove that his termination is illegal and unjustified.

9. Consequently, for what has been stated and observed above, this reference is decided against the petitioner and in favour of the respondents. Let a copy of this award be sent to the appropriate government for publication in official gazette. File, after completion be consigned to records.

Announced:

26.11.2014.

*Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.*

**IN THE COURT OF A.S JASWAL, PRESIDING JUDGE, HP INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Ref no. : 108 of 2009

Instituted on : 18.11.2009

Decided on : 26.11.2014.

Samtel workers Union, Parwano, District Solan, H.P. through its President/ general Secretary. ..Petitioner.

VS.

M/S Samtel Color Lt. Parwanno, District Solan, H.P. through its Managing Director ..Respondent.

Reference under section 10 of the Industrial Disputes Act, 1947.

For petitioner : Shri R.K Khidta, Advocate.

For respondent : Already ex-parte.

AWARD

The reference for adjudication, is as under:—

“Whether the demand of bonus to be paid @ 20 % for the year 2006-7 raised by the Samtel workers Union, Parwano vide demand notice dated-12.12.2007 before the management M/S Samtel color Ltd. Parwanno, District Solan, (HP) is legal and justified as per the provisions of the payment of Bonus Act, 1965? If yes, to what rate of bonus the workmen of the factory are entitled to for the year 2006-07?”

2. Briefly, the case of the petitioner is that workers, working with the respondent company, have formed a union known as Samtal Workers Union, which is duly registered and that Shri Hemant Rawal, is its President, who is authorized for file the present claim, on behalf of the workers union. It is further averred that the petitioner and respondent used to settle their respective claims including increase in the bonus of the workers by way of raising demand for every year. After settlement, between the parties, the company used to pay bonus, as per the demand, by keeping in view the profit and other relevant factors. The workers, through its union, had approached the respondent for the payment of bonus @ 20% to the workers for the year, 2006-07 but due to the adamant attitude of the respondent management, no settlement could be arrived at. By not allowing the demand of the workers, the respondent company has involved in unfair labour practice. It is further averred that the demand of the workers is genuine and the same deserves to be allowed.

3. The petition has been contested on having raised various preliminary objections including that the reference, which has been made to this Court, is bad in law. On merits, it has been stated that each workers had been paid bonus @ Rs. 6,000/- for full working days, for the financial year, 2006-07. It is further averred that during the financial year, 2006-07, the company had suffered huge losses. The amount paid by way of bonus i.e. Rs. 6,000/- to each worker was in excess by Rs. 2500/- because the bonus payable to them for the financial year was @ Rs. 3500/-, per workmen.

4. Be it mentioned that on behalf of the respondent S/Shri O.P Tyagi and S.K Jhaa, Advocates appeared. On 26.2.2013, when this case was fixed for the service of the respondent, through registered post, none appeared on its behalf despite service and for this reason, the respondent was proceeded against ex-parte. Thereafter, the case was listed for the exparte evidence of the petitioner but despite having been afforded several opportunities, it failed to lead evidence. On 26.11.2014, when the case was fixed for ex-parte evidence of the petitioner, as last opportunity, no witness was present and for this reason, the evidence of the petitioner was closed by the order of this Court. On this date (26.11.2014), Shri R.K Khidta, Advocate for the petitioner also stated, at bar, that he has no instructions from the petitioner.

5. Since, the petitioner has failed to lead evidence in support of its demand, for bonus, to be paid @ 20% for the year, 2006-07 raised vide demand notice dated 12.12.2007, there is no substantive evidence before this Court which may go to justify its such demand. Had, the petitioner led evidence, before this Court, in support of its such demand, there could have been material, in arriving at the conclusion, as to whether the demand of the workers for payment of bonus @ 20% for the year, 2006-07, is justified and legal or not. For the failure of the petitioner to have led evidence despite several opportunities, I have been left with no other alternative but to hold that it has failed to prove that its demand, for the payment of bonus @ 20% for the year, 2006-07, to its workers, is legal and justified. For want of substantive evidence, this reference is required to be answered against the petitioner and accordingly it is answered. Let a copy of this order/award be sent to the appropriate government for publication in official gazette. File, after completion be consigned to records.

Announced:
26.11.2014.

*Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.*

Ref. 21 of 2013

Smt. Geeta devi V/s M/s United Himalayan Industry Parwanoo

6/12/2014:—

This case taken up by the National Lok Adalat

Present : Sh. Niranjana Verma Advocate for petitioner

Sh. Naresh Sharma Advocate for respondent.

This National Lok Adalat, has put in concerned efforts to get the matter compromised. Pursuance to the efforts, so put in by the national Lok Adalat, a compromise has been affected. As per the compromise so arrived at respondent, through counsel has agreed to pay Rs.25000/- to the petitioner by way of full and final settlement of his/ her claim involved in the case. The counsel for the petitioner has stated that the offer which has been made is acceptable to him on behalf of the petitioner.

Regarding the compromise, so effected between the parties statements of Sh. Naresh Sharma, Advocate for respondents and Sh. Niranjana Verma, Advocate for petitioner, recorded separately.

In terms of the compromise, so affected between the parties, this reference stands disposed of as compromise of which statement of the counsels shall form part and parcel of this compromise. Let a copy of this order/ award be sent to the appropriate Government for publication in the office gazette. File, after completion be consigned to records.

Announced:
6/12/2014.

*Presiding Judge,
Labour Court, Shimla*

Ref.10 of 2013

Smt. Meena Kumari V/s M/s United Himalayan Industry Parwanoo

6/12/2014:—

This case taken up by the National Lok Adalat

Present : Sh. Niranjana Verma Advocate for petitioner
Sh. Naresh Sharma Advocate for respondent.

This National Lok Adalat, has put in concerned efforts to get the matter compromised. Pursuance to the efforts, so put in by the national Lok Adalat, a compromise has been effected. As per the compromise so arrived at respondent, through counsel has agreed to pay Rs.25000/- to the petitioner by way of full and final settlement of his/ her claim involved in the case. The counsel for the petitioner has stated that the offer which has been made is acceptable to him on behalf of the petitioner.

Regarding the compromise, so if effected between the parties statements of Sh. Naresh Sharma, Advocate for respondents and Sh. Niranjana Verma, Advocate for petitioner, recorded separately.

In terms of the compromise, so affected between the parties, this reference stands disposed of as compromise of which statement of the counsels shall form part and parcel of this compromise. Let a copy of this order/ award be sent to the appropriate Government for publication in the office gazette. File, after completion be consigned to records.

Announced:
6/12/2014.

*Presiding Judge,
Labour Court, Shimla.*

Ref. 19 of 2013

Smt. Asha Kumari V/s M/s United Himalayan Industry Parwanoo

6/12/2014:—

This case taken up by the National Lok Adalat

Present : Sh. Niranjana Verma Advocate for petitioner
Sh. Naresh Sharma Advocate for respondent.

This National Lok Adalat, has put in concerned efforts to get the matter compromised. Pursuance to the efforts, so put in by the national Lok Adalat, a compromise has been effected. As per the compromise so arrived at respondent, through counsel has agreed to pay Rs. 25000/- to the petitioner by way of full and final settlement of his/ her claim involved in the case. The counsel for the petitioner has stated that the offer which has been made is acceptable to him on behalf of the petitioner.

Regarding the compromise, so if effected between the parties statements of Sh. Naresh Sharma, Advocate for respondents and Sh. Niranjana Verma, Advocate for petitioner, recorded separately.

In terms of the compromise, so effected between the parties, this reference stands disposed of as compromise of which statement of the counsels shall form part and parcel of this compromise. Let a copy of this order/ award be sent to the appropriate Government for publication in the office gazette. File, after completion be consigned to records.

Announced:
6/12/2014.

*Presiding Judge,
Labour Court, Shimla.*

Ref. 20 of 2013

Smt. Sayeeda V/s M/s United Himalayan Industry Parwanoo

6/12/2014:—

This case taken up by the National Lok Adalat

Present: Sh. Niranjana Verma Advocate for petitioner
Sh. Naresh Sharma Advocate for respondent.

This National Lok Adalat, has put in concerned efforts to get the matter compromised. Pursuance to the efforts, so put in by the national Lok Adalat, a compromise has been effected. As per the compromise so arrived at respondent, through counsel has agreed to pay Rs. 25000/- to the petitioner by way of full and final settlement of his/ her claim involved in the case. The counsel for the petitioner has stated that the offer which has been made is acceptable to him on behalf of the petitioner.

Regarding the compromise, so if effected between the parties statements of Sh. Naresh Sharma, Advocate for respondents and Sh. Niranjana Verma, Advocate for petitioner, recorded separately.

In terms of the compromise, so effected between the parties, this reference stands disposed of as compromise of which statement of the counsels shall form part and parcel of this compromise.

Let a copy of this order/ award be sent to the appropriate Government for publication in the office gazette. File, after completion be consigned to records.

Announced:

6/12/2014.

*Presiding Judge
Labour Court, Shimla.*

Ref. 22 of 2013

Smt. Banita Thakur V/s M/s United Himalayan Industry Parwanoo

6/12/2014:—

This case taken up by the National Lok Adalat

Present: Sh. Niranjana Verma Advocate for petitioner
Sh. Naresh Sharma Advocate for respondent.

This National Lok Adalat, has put in concerned efforts to get the matter compromised. Pursuance to the efforts, so put in by the national Lok Adalat, a compromise has been effected. As per the compromise so arrived at respondent, through counsel has agreed to pay Rs. 25000/- to the petitioner by way of full and final settlement of his/ her claim involved in the case. The counsel for the petitioner has stated that the offer which has been made is acceptable to him on behalf of the petitioner.

Regarding the compromise, so if effected between the parties statements of Sh. Naresh Sharma, Advocate for respondents and Sh. Niranjana Verma, Advocate for petitioner, recorded separately.

In terms of the compromise, so effected between the parties, this reference stands disposed of as compromise of which statement of the counsels shall form part and parcel of this compromise. Let a copy of this order/ award be sent to the appropriate Government for publication in the office gazette. File, after completion be consigned to records.

Announced:

6/12/2014.

*Presiding Judge,
Labour Court, Shimla.*

Ref. 23 of 2013

Smt. Veena Devi V/s M/s United Himalayan Industry Parwanoo

6/12/2014:—

This case taken up by the National Lok Adalat

Present: Sh. Niranjana Verma Advocate for petitioner
Sh. Naresh Sharma Advocate for respondent.

This National Lok Adalat, has put in concerned efforts to get the matter compromised. Pursuance to the efforts, so put in by the national Lok Adalat, a compromise has been affected. As per the compromise so arrived at respondent, through counsel has agreed to pay Rs. 25000/- to the p[etitioner by way of full and final settlement of his/ her claim involved in the case. The counsel for the petitioner has stated that the offer which has been made is acceptable to him on behalf of the petitioner.

Regarding the compromise, so if effected between the parties statements of Sh. Naresh Sharma, Advocate for respondents and Sh. Niranjana Verma, Advocate for petitioner, recorded separately.

In terms of the compromise, so affected between the parties, this reference stands disposed of as compromise of which statement of the counsels shall form part and parcel of this compromise. Let a copy of this order/ award be sent to the appropriate Government for publication in the office gazette. File, after completion be consigned to records.

Announced:
6/12/2014.

*Presiding Judge,
Labour Court, Shimla*

Ref. 24 of 2013

Smt. Rajni Devi V/s M/s United Himalayan Industry Parwanoo

6/12/2014:—

This case taken up by the National Lok Adalat

Present: Sh. Niranjana Verma Advocate for petitioner
Sh. Naresh Sharma Advocate for respondent.

This National Lok Adalat, has put in concerned efforts to get the matter compromised. Pursuance to the efforts, so put in by the national Lok Adalat, a compromise has been affected. As per the compromise so arrived at respondent, through counsel has agreed to pay Rs. 25000/- to the p[etitioner by way of full and final settlement of his/ her claim involved in the case. The counsel for the petitioner has stated that the offer which has been made is acceptable to him on behalf of the petitioner.

Regarding the compromise, so if effected between the parties statements of Sh. Naresh Sharma, Advocate for respondents and Sh. Niranjana Verma, Advocate for petitioner, recorded separately.

In terms of the compromise, so affected between the parties, this reference stands disposed of as compromise of which statement of the counsels shall form part and parcel of this compromise. Let a copy of this order/ award be sent to the appropriate Government for publication in the office gazette. File, after completion be consigned to records.

Announced:
6/12/2014.

*Presiding Judge,
Labour Court, Shimla.*

Ref. 25 of 2013**Smt. Pushpa Rani V/s M/s United Himalayan Industry Parwanoo**

6/12/2014:—

This case taken up by the National Lok Adalat

Present: Sh. Niranjana Verma Advocate for petitioner
Sh. Naresh Sharma Advocate for respondent.

This National Lok Adalat, has put in concerned efforts to get the matter compromised. Pursuance to the efforts, so put in by the national Lok Adalat, a compromise has been effected. As per the compromise so arrived at respondent, through counsel has agreed to pay Rs. 25000/- to the petitioner by way of full and final settlement of his/ her claim involved in the case. The counsel for the petitioner has stated that the offer which has been made is acceptable to him on behalf of the petitioner.

Regarding the compromise, so if effected between the parties statements of Sh. Naresh Sharma, Advocate for respondents and Sh. Niranjana Verma, Advocate for petitioner, recorded separately.

In terms of the compromise, so effected between the parties, this reference stands disposed of as compromise of which statement of the counsels shall form part and parcel of this compromise. Let a copy of this order/ award be sent to the appropriate Government for publication in the office gazette. File, after completion be consigned to records.

Announced:
6/12/2014.

*Presiding Judge
Labour Court, Shimla*

Ref. 26 of 2013**Smt. Lata Devi V/s M/s United Himalayan Industry Parwanoo**

6/12/2014:—

This case taken up by the National Lok Adalat

Present: Sh. Niranjana Verma Advocate for petitioner
Sh. Naresh Sharma Advocate for respondent.

This National Lok Adalat, has put in concerned efforts to get the matter compromised. Pursuance to the efforts, so put in by the national Lok Adalat, a compromise has been effected. As per the compromise so arrived at respondent, through counsel has agreed to pay Rs. 25000/- to the petitioner by way of full and final settlement of his/ her claim involved in the case. The counsel for the petitioner has stated that the offer which has been made is acceptable to him on behalf of the petitioner.

Regarding the compromise, so if effected between the parties statements of Sh. Naresh Sharma, Advocate for respondents and Sh. Niranjana Verma, Advocate for petitioner, recorded separately.

In terms of the compromise, so affected between the parties, this reference stands disposed of as compromise of which statement of the counsels shall form part and parcel of this compromise. Let a copy of this order/ award be sent to the appropriate Government for publication in the office gazette. File, after completion be consigned to records.

Announced:
6/12/2014.

*Presiding Judge,
Labour Court, Shimla.*

Ref. 27 of 2013

Smt. Anjana Devi V/s M/s United Himalayan Industry Parwanoo

6/12/2014:—

This case taken up by the National Lok Adalat

Present: Sh. Niranjana Verma Advocate for petitioner
Sh. Naresh Sharma Advocate for respondent.

This National Lok Adalat , has put in concerned efforts to get the matter compromised. Pursuance to the efforts, so put in by the national Lok Adalat, a compromise has been effected. As per the compromise so arrived at respondent, through counsel has agreed to pay Rs. 25000/- to the p[etitioner by way of full and final settlement of his/ her claim involved in the case. The counsel for the petitioner has stated that the offer which has been made is acceptable to him on behalf of the petitioner.

Regarding the compromise, so if effected between the parties statements of Sh. Naresh Sharma, Advocate for respondents and Sh. Niranjana Verma, Advocate for petitioner, recorded separately.

In terms of the compromise, So affected between the parties, this reference stands disposed of as compromise of which statement of the counsels shall form part and parcel of this compromise. Let a copy of this order/ award be sent to the appropriate Government for publication in the office gazette. File, after completion be consigned to records.

Announced:
6/12/2014.

*Presiding Judge,
Labour Court, Shimla.*

Ref. 28 of 2013**Smt. Kusum Lata V/s M/s United Himalayan Industry Parwanoo**

6/12/2014:—

This case taken up by the National Lok Adalat

Present: Sh. Niranjana Verma Advocate for petitioner
Sh. Naresh Sharma Advocate for respondent.

This National Lok Adalat, has put in concerned efforts to get the matter compromised. Pursuance to the efforts, so put in by the national Lok Adalat, a compromise has been effected. As per the compromise so arrived at respondent, through counsel has agreed to pay Rs. 25000/- to the petitioner by way of full and final settlement of his/ her claim involved in the case. The counsel for the petitioner has stated that the offer which has been made is acceptable to him on behalf of the petitioner.

Regarding the compromise, so if effected between the parties statements of Sh. Naresh Sharma, Advocate for respondents and Sh. Niranjana Verma, Advocate for petitioner, recorded separately.

In terms of the compromise, So effected between the parties, this reference stands disposed of as compromise of which statement of the counsels shall form part and parcel of this compromise. Let a copy of this order/ award be sent to the appropriate Government for publication in the office gazette. File, after completion be consigned to records.

Announced:
6/12/2014.

*Presiding Judge,
Labour Court, Shimla.*

Ref. 29 of 2013**Smt. Kanta Devi V/s M/s United Himalayan Industry Parwanoo**

6/12/2014:—

This case taken up by the National Lok Adalat

Present: Sh. Niranjana Verma Advocate for petitioner
Sh. Naresh Sharma Advocate for respondent.

This National Lok Adalat, has put in concerned efforts to get the matter compromised. Pursuance to the efforts, so put in by the national Lok Adalat, a compromise has been effected. As per the compromise so arrived at respondent, through counsel has agreed to pay Rs. 25000/- to the petitioner by way of full and final settlement of his/ her claim involved in the case. The counsel for the petitioner has stated that the offer which has been made is acceptable to him on behalf of the petitioner.

Regarding the compromise, so if effected between the parties statements of Sh. Naresh Sharma, Advocate for respondents and Sh. Niranjana Verma, Advocate for petitioner, recorded separately.

In terms of the compromise, So affected between the parties, this reference stands disposed of as compromise of which statement of the counsels shall form part and parcel of this compromise. Let a copy of this order/ award be sent to the appropriate Government for publication in the office gazette. File, after completion be consigned to records.

Announced:
6/12/2014.

*Presiding Judge,
Labour Court, Shimla.*

Ref. 30 of 2013

Smt. Veena Devi V/s M/s United Himalayan Industry Parwanoo

6/12/2014:—

This case taken up by the National Lok Adalat

Present: Sh. Niranjana Verma Advocate for petitioner
Sh. Naresh Sharma Advocate for respondent.

This National Lok Adalat , has put in concerned efforts to get the matter compromised. Pursuance to the efforts, so put in by the national Lok Adalat, a compromise has been effected. As per the compromise so arrived at respondent, through counsel has agreed to pay Rs. 25000/- to the p[etitioner by way of full and final settlement of his/ her claim involved in the case. The counsel for the petitioner has stated that the offer which has been made is acceptable to him on behalf of the petitioner.

Regarding the compromise, so if effected between the parties statements of Sh. Naresh Sharma, Advocate for respondents and Sh. Niranjana Verma, Advocate for petitioner, recorded separately.

In terms of the compromise, So affected between the parties, this reference stands disposed of as compromise of which statement of the counsels shall form part and parcel of this compromise. Let a copy of this order/ award be sent to the appropriate Government for publication in the office gazette. File, after completion be consigned to records.

Announced:
6/12/2014.

*Presiding Judge,
Labour Court, Shimla.*

Ref. 31 of 2013**Smt. Urmila Kotwal V/s M/s United Himalayan Industry Parwanoo**

6/12/2014:—

This case taken up by the National Lok Adalat

Present: Sh. Niranjana Verma Advocate for petitioner
Sh. Naresh Sharma Advocate for respondent.

This National Lok Adalat, has put in concerned efforts to get the matter compromised. Pursuance to the efforts, so put in by the national Lok Adalat, a compromise has been effected. As per the compromise so arrived at respondent, through counsel has agreed to pay Rs. 25000/- to the petitioner by way of full and final settlement of his/ her claim involved in the case. The counsel for the petitioner has stated that the offer which has been made is acceptable to him on behalf of the petitioner.

Regarding the compromise, so if effected between the parties statements of Sh. Naresh Sharma, Advocate for respondents and Sh. Niranjana Verma, Advocate for petitioner, recorded separately.

In terms of the compromise, So effected between the parties, this reference stands disposed of as compromise of which statement of the counsels shall form part and parcel of this compromise. Let a copy of this order/ award be sent to the appropriate Government for publication in the office gazette. File, after completion be consigned to records.

Announced:
6/12/2014.

*Presiding Judge,
Labour Court, Shimla.*

Ref. 32 of 2013**Smt. Veena Devi V/s M/s United Himalayan Industry Parwanoo**

6/12/2014:—

This case taken up by the National Lok Adalat

Present: Sh. Niranjana Verma Advocate for petitioner
Sh. Naresh Sharma Advocate for respondent.

This National Lok Adalat, has put in concerned efforts to get the matter compromised. Pursuance to the efforts, so put in by the national Lok Adalat, a compromise has been effected. As per the compromise so arrived at respondent, through counsel has agreed to pay Rs. 25000/- to the petitioner by way of full and final settlement of his/ her claim involved in the case. The counsel for the petitioner has stated that the offer which has been made is acceptable to him on behalf of the petitioner.

Regarding the compromise, so if effected between the parties statements of Sh. Naresh Sharma, Advocate for respondents and Sh. Niranjana Verma, Advocate for petitioner, recorded separately.

In terms of the compromise, So affected between the parties, this reference stands disposed of as compromise of which statement of the counsels shall form part and parcel of this compromise. Let a copy of this order/ award be sent to the appropriate Government for publication in the office gazette. File, after completion be consigned to records.

Announced:
6/12/2014.

*Presiding Judge,
Labour Court, Shimla.*

Ref. 11/2013

Sh. Roshan Lal V/s Vice President M/s Hitkari Industrial Ltd Parwanoo.

6.12.2014:—

This case taken up by the National Lok Adalat

Present:- Sh. R.K.Khidtta, Advocate has appeared on behalf of the petitioner.

Sh. Kartar Singh, AR for respondent.

Before, Lok Adalat. It has been stated by Shri R.K.Khidtta Advocate thatas per the instruction received by him from Shri J.C. Bhardwaj, AR for the petitioner, the dispute between the parties stands already settled. He further stated that the reference which has been made to this court be answered to have been compromised.

The version, which has been made by Shri R.K.Khidtta , Advocate appearing on behalf of Shri J.C. Bhardwaj AR before Lok Adalat has been considered .It (National Lok Adalat) is satisfied that the dispute between the parties stands already amicably settled. Consequently, the reference, which has been made to this Court , is answered to have been lawfully compromise between the parties. Let a copy of this order/Award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
6.12.2014

*Presiding Judge,
Labour Court, Shimla.*

Ref. 59/2013**Sh. Ashok Kumar Behl V/s Vice President M/s Hitkari Industrial Ltd. Parwanoo.**

6.12.2014:—

This case taken up by the National Lok Adalat

Present: Sh R.K.Khidtta, Advocate has appeared on behalf of the petitioner.
Sh Kartar Singh, AR for respondent.

Before, Lok Adalat. It has been stated by Shri R. K. Khidtta Advocate thatas per the instruction received by him from Shri J.C. Bhardwaj, AR for the petitioner, the dispute between the parties stands already settled. He further stated that the reference which has been made to this court be answered to have been compromised.

The version, which has been made by Shri R.K.Khidtta , Advocate appearing on behalf of Shri J.C. Bhardwaj AR before Lok Adalat has been considered .It (National Lok Adalat) is satisfied that the dispute between the parties stands already amicably settled. Consequently, the reference, which has been made to this Court , is answered to have been lawfully compromise between the parties. Let a copy of this order/Award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
6.12.2014

*Presiding Judge,
Labour Court, Shimla.*

Ref.12/ 2013**Sh Dinesh Bhardwaj V/s Vice President M/s Hitkari Industrial Ltd Parwanoo.**

6.12.2014:—

This case taken up by the National Lok Adalat

Present:- Sh. R. K. Khidtta, Advocate has appeared on behalf of the petitioner.
Sh. Kartar Singh, AR for respondent.

Before, Lok Adalat. It has been stated by Shri R.K.Khidtta Advocate thatas per the instruction received by him from Shri J.C. Bhardwaj, AR for the petitioner, the dispute between the parties stands already settled. He further stated that the reference which has been made to this court be answered to have been compromised.

The version, which has been made by Shri R. K. Khidtta, Advocate appearing on behalf of Shri J. C. Bhardwaj AR before Lok Adalat has been considered. It (National Lok Adalat) is satisfied that the dispute between the parties stands already amicably settled. Consequently, the reference , which has been made to this Court , is answered to have been lawfully compromise between the parties. Let a copy of this order/Award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
6.12.2014

*Presiding Judge,
Labour Court, Shimla.*

Ref. 61 of 2013**Sh. Mehendra Nath Pandey V/s Vice President M/s Hitkari Industrial Ltd. Parwanoo.**

6.12.2014:—

This case taken up by the National Lok Adalat

Present: Sh. R. K. Khidta, Advocate has appeared on behalf of the petitioner.
Sh. Kartar Singh, AR for respondent.

Before, Lok Adalat. It has been stated by Shri R.K.Khidta Advocate thatas per the instruction received by him from Shri J.C. Bhardwaj, AR for the petitioner, the dispute between the parties stands already settled. He further stated that the reference which has been made to this court be answered to have been compromised.

The version, which has been made by Shri R.K.Khidta , Advocate appearing on behalf of Shri J.C. Bhardwaj AR before Lok Adalat has been considered .It (National Lok Adalat) is satisfied that the dispute between the parties stands already amicably settled. Consequently, the reference, which has been made to this Court, is answered to have been lawfully compromise between the parties. Let a copy of this order/Award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:

6.12.2014

*Presiding Judge,
Labour Court, Shimla.*

Ref. 57 of 2013**Raj Kumar V/s M/s Narula Cans Industrial Ltd, Solan.**

6.12.2014:—

This case taken up by the National Lok Adalat

Present: Sh. R.K.Khidta, Advocate has appeared on behalf of the petitioner.

Sh. Nand Lal, Advocate Vice Csl. for respondent.

Before, Lok Adalat. It has been stated by Shri R.K.Khidta Advocate thatas per the instruction received by him from Shri J.C. Bhardwaj, AR for the petitioner, the dispute between the parties stands already settled. He further stated that the reference which has been made to this court be answered to have been compromised.

The version, which has been made by Shri R. K. Khidta , Advocate appearing on behalf of Shri J. C. Bhardwaj AR before Lok Adalat has been considered .It (National Lok Adalat) is satisfied that the dispute between the parties stands already amicably settled. Consequently, the reference, which has been made to this Court, is answered to have been lawfully compromise

between the parties. Let a copy of this order/Award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:

6.12.2014

*Presiding Judge,
Labour Court, Shimla.*

Ref. 56/2013

Prem Singh V/s M/s Narula Cans Industrial Ltd, Solan.

6.12.2014:—

This case taken up by the National Lok Adalat

Present: Sh. R. K. Khidta, Advocate has appeared on behalf of the petitioner.
Sh. Nand Lal, Advocate Vice Csl. for respondent.

Before, Lok Adalat. It has been stated by Shri R. K. Khidta Advocate that as per the instruction received by him from Shri J.C. Bhardwaj, AR for the petitioner, the dispute between the parties stands already settled. He further stated that the reference which has been made to this court be answered to have been compromised.

The version, which has been made by Shri R. K. Khidta, Advocate appearing on behalf of Shri J.C. Bhardwaj AR before Lok Adalat has been considered. It (National Lok Adalat) is satisfied that the dispute between the parties stands already amicably settled. Consequently, the reference, which has been made to this Court, is answered to have been lawfully compromise between the parties. Let a copy of this order/Award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:

6.12.2014

*Presiding Judge,
Labour Court, Shimla.*

Ref. 53/2013

Jagat Ram V/s M/s Narula Cans Industrial Ltd, Solan.

6.12.2014:—

This case taken up by the National Lok Adalat

Present: Sh. R. K. Khidta, Advocate has appeared on behalf of the petitioner.
Sh. Nand Lal, Advocate Vice Csl. for respondent.

Before, Lok Adalat. It has been stated by Shri R. K. Khidta Advocate that as per the instruction received by him from Shri J.C. Bhardwaj, AR for the petitioner, the dispute between the parties stands already settled. He further stated that the reference which has been made to this court be answered to have been compromised.

The version, which has been made by Shri R. K. Khidta, Advocate appearing on behalf of Shri J.C. Bhardwaj AR before Lok Adalat has been considered . It (National Lok Adalat) is satisfied that the dispute between the parties stands already amicably settled. Consequently, the reference, which has been made to this Court , is answered to have been lawfully compromise between the parties. Let a copy of this order/Award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:

6.12.2014

*Presiding Judge,
Labour Court, Shimla.*

Ref. 93/2013

Workers Union V/s M/s Marico Ltd P/sahib

6.12.2014:—

This case taken up by the National Lok Adalat

Present: Ms. Veena Sood Advocate for

. .petitioner..

Sh. Rahul Mahajan Advocate with Sh Manjeet Singh Manager, HR for

. .respondent.

To the notice of National Lok Adalat. It has been brought that as per letter dated 24.9.2013. no dispute regarding the reference, in question, exists between the parties.

On having considered this letter Ex. PA, this National Lok Adalat is satisfied that there exists no dispute between the parties qua the reference which has been made to the Labour Court by the appropriate government. Consequently, this reference stands disposed of in terms of Ex. PA. Let a copy of this order/Award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:

6.12.2014

*Presiding Judge,
Labour Court, Shimla.*

**IN THE COURT OF A.S JASWAL, PRESIDING JUDGE, HP INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Ref no. : 133 of 2006.
Instituted on : 16.10.2006
Decided on : 04.12.2014.

Sh. Onkar Singh S/o Shri Sajju Ram, Village TokaNagla, P.O.Jamniwala, Tehsil Ponta Sahib, District Sirmour, H.P

. .Petitioner.

VS.

Executive Officer, Municipal council, Ponta Sahib, District Sirmour, H.P.

. Respondent.

Reference under section 10 of the Industrial Disputes Act, 1947.

For petitioner : None.

For respondents : Ajay Dhiman. Advocate.

AWARD

The reference for adjudication, is as under :

“Whether the termination of services of Shri Onkar Singh S/o Shri Sajju Ram workman by the Executive Officer, Municipal Council, Paonta Sahib, District Sirmour, H.P. w.e.f. Oct. 2003 without complying the provisions of the Industrial Disputes Act, 1947 as alleged by the workmen is proper and justified? If not, what relief of service benefits and amount of compensation the above aggrieved workman are entitled to?”

It needs to be clarified, at the very outset that although, as per order of the Hon'ble High Court dated, 27/08/2014, passed in CWP No- 5043/2014, this reference was required to be decided within three Months but the petitioner has not cared to file statement of claim. When this case was fixed for today i.e 04/12/2014 for filing statement of claim, neither the petitioner appeared before this court nor his counsel, Sh. Nitin Mishra who had put his presence on 18/11/2014. For the failure of the petitioner to have filed statement of claim and also to prosecute his claim, this court is left with no other alternative but to answer the reference on the basis of material, which-so-ever is available on file. I may mention, that Ld. Counsel for the Respondent has already stated, at bar, that since, the petitioner failed to file statement of claim and to prosecute his claim before this court, no reply, on behalf of the Respondent is intended to be filed.

The contention of the petitioner is that his services, with effect from October 2003, had been terminated in violation of the provisions of the Industrial Disputes Act. In support of his such assertion neither he has filed statement of claim nor led any evidence, documentary or oral. I may reiterate that despite having the knowledge of the order of the Hon'ble High Court dated, 27/08/2014, passed in CWP No-5043/2014 that this court is to be required to decide the matter, on merits, within three months, the petitioner has failed to show any urgency, so that this case could be decided on merits, within the time limit fixed by the Hon'ble High Court. For the failure of the petitioner to have led substantive evidence, in support of his claim that his services were terminated illegally, in violation of the provisions of the act, I have no other option than to answer the reference against him which is accordingly answered. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File after completion, be consigned to records. Announced in the open court today on this 04th day of December, 2014.

*Presiding Judge,
Labour Court, Shimla.*

**IN THE COURT OF A.S JASWAL, PRESIDING JUDGE, HP INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Ref no. : 42 of 2014.
Instituted on : 20.5.2014
Decided on : 03.12.2014.

Sh. Ravinder Singh S/o Shri Kartar Singh, C/o Sh. Satish Sharma, House No. 276, Phase III, Housing Board Colony Badi, District Solan. H.P. and other co-workers, C/o Sh. Satish Sharma, House, No. 276, Phase III, Housing Board Colony, Baddi, District Solan, H.P. . .Petitioner.

VS.

1. Managing Director, M/s Hans Lighting Industries, Village, Sauri (Nangal) P.O. & Tehsil Nalagarh, District. Solan, H.P.
2. Managing Director, M/s Hans Lighting Industries, Shiva Udyog Group Group, A-35, MeeraBagh, PachomVihar, New Delhi. . .Respondent.

Reference under section 10 of the Industrial Disputes Act, 1947.

For petitioner : None.
For respondents : None.

AWARD

The reference for adjudication, is as under:

“Whether miscellaneous demands raised at Serial no. 1 to 2 vide demand notice dated 29/5/2013 (copy enclosed) by Sh. Ravinder Singh S/O Sh. Kartar Singh and other co workers, C/O Sh. Satish Sharma, House No. 276, Phase III, Housing Board Colony Baddi, District Solan, H.P. to be fulfilled by the Employer/Managing Director, M/S Hans Lighting Industries, Village Sauri (Nangal), P.O. & Tehsil Nalagarh, H.P. (Regd. Office), and M/S Hans Lighting Industries Shiva Udyog Group, A-35 MeeraBagh, PachomVihar, New Delhi. (Head Office), are legal and justified ? If yes, what relief and benefits the above workers are entitled to by the above Manager/Employer.”

Be it stated at the very outset that service could not be effected upon the parties despite best efforts.

Thus, I decided to dispose of this reference on the basis of material which-so-ever is available on the file. The contention of the petitioners is that their demands at serial No. 1 and 2 as per demand notice dated 29/5/2013 are legal and justified.

Since, the petitioners could not be served for want of correct addresses, there is nothing before this court to show that their demands at serial No. 1 and 2 mentioned in demand notice dated 29/5/2013 are legal and justified.

Thus, I have been left with no other alternative but to answer this reference against the Petitioners which stands duly answered.

Let a copy of this award sent to the appropriate government for publication in the official gazette. File after completion, be consigned to records.

Announced in the open court today on this 3rd day of December, 2014.

*Presiding Judge,
Labour Court, Shimla.*

**IN THE COURT OF A.S JASWAL, PRESIDING JUDGE, HP INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Ref no. : 22 of 2010.
Instituted on : 12.4.2010.
Decided on. : 10.12.2014.

Sunilo Kumar S/o Shri Maghi Ram R/o Hose no. 1328/06, Shivpuri Road Nahan, District Sirmour, HP. *.Petitioner.*

VS.

M/s Pidilite Industries Ltd., Village Johron, Trilokpur Road, Kala Amb, Unit-II, Tehsil Nahan, District Sirmour, HP. *.Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947.

For petitioner : Shri Vikas Shyam, Advocate.
For respondent : Shri Rahul Mahjan, Advocate.

AWARD

The reference, for adjudication, is as under:

“Whether the verbal termination of the services of Shri Sunil Kumar S/o Shri Maghi Ram, trainee workman by the management of M/s Pidilite Industries Ltd., Village Johron, Trilokpur Road, Kala Amb, Unit-II, Tehsil Nahan, District Sirmour, H.P w.e.f. 1.12.2008, without serving chargesheet, without holding enquiry and without complying the provisions of Industrial Disputes Act, 1947, is legal and justified? If not, what back wages, service benefits and relief the above named workman is entitled to?”

2. Briefly, the case of the petitioner is that for his being a skilled fitter, he was appointed as trainee (ITI) by the respondent organization (hereinafter referred as respondent) w.e.f. 1.5.2007, on consolidated stipend of Rs. 4500/- per month. His training period was for one year and on the completion of the same, he was supposed to be appointed on regular cadre. It is alleged that on having successfully completed his training/probation period, he worked for seven months more i.e upto 1.12.2008, on regular cadre. However, despite that, his services w.e.f. 1.12.2008, were terminated without prior notice and intimation, in violation of the provisions of Industrial Disputes Act, 1947 (hereinafter referred as Act). Against this back-drop, a prayer has been made for his reinstatement along-with all the consequential service benefits.

3. The petition has been contested on having raised various preliminary objections including maintainability. On merits, it has been asserted that vide letter dated 15.5.2007, the petitioner had been appointed as a trainee, which he duly received and signed. His training period, in terms of said letter dated 15.5.2007, had come to an end on 30.4.2008. Even, after 30.4.2008, he continued to work as trainee till 1.12.2008. Since, he had not been found suitable, in terms of clause No. V of the aforesaid letter dated 15.5.2007, his services were terminated by giving 24 hours notice. It is maintained that neither petitioner had been appointed on probation nor his services were regularized. Since, the petitioner was not a workman, under section 2(s) of the Act, there was no question to have complied with the provisions of the Act. It is further maintained that unless a trainee had been given a letter of appointment, on probation, on regular basis, he continued to be a trainee. In these circumstances, there is no question of having appointed juniors to the petitioner by the respondent. Further, the petitioner is gainfully employed and is earning more than Rs. 6,000/- to Rs. 8,000/- per month.

4. Pleadings of the parties gave rise to the following issues which were struck on 2.6.2011.

1. Whether the termination of services of Shri Sunil Kumar petitioner by the respondent w.e.f. 1.12.2008, is in violation of the provisions of Industrial Disputes Act, 1947?
..OPP.
2. If issue no.1 is proved in affirmative, to what relief the petitioner is entitled to?
..OPP.
3. Whether this petition is not maintainable?
..OPR.
4. Relief.

5. I have heard the learned counsel for the parties and have also gone through the record of the case carefully.

6. For the reasons to be recorded hereinafter while discussing issues for determination, my findings on the aforesaid issues are as under.

Issue no.1	:	No.
Issue no.2	:	Becomes redundant.
Issue no. 3	:	No.
Relief.	:	Reference answered in favour of respondent and against the petitioner, per operative part of award.

REASONS FOR FINDINGS

ISSUE NO.1 & 2.

7. Being interlinked, both these issues are taken up together for discussion and decision.

8. Admittedly, the petitioner had joined as trainee with the respondent in terms of letter dated 15.5.2007. As per this letter, his training period was for one year from the date of his joining. The plea which has been taken by the petitioner is to this effect that on having completed training, for a period of one year, he was supposed to have been appointed on regular cadre. According to him, after the completion of one year, as trainee, he had worked for seven months more i.e upto 1.12.2008, when his services were terminated without notice and intimation. In this way, it can be

said that as per the petitioner, he had been on the regular cadre of the respondent after 30.4.2008, when he completed his training period of one year.

9. Now, the question which arises to ascertain is, as to whether the petitioner had automatically become regular employee after 30.4.2008, when he completed one year and thus kept on working for seven months more i.e up to 1.12.2008.

10. Ex. PW-1/A, is the appointment letter of the petitioner as per which he had been appointed as trainee (ITI), in the organization of respondent, w.e.f. 15.5.2007, as per the terms and conditions mentioned therein. The condition no.3 of this letter shows that the petitioner was to remain under training for a period of one year from the date of his joining and that he was to be periodically evaluated to decide his continuation for the training. Condition no.4, shows that on the completion of successful training, he was to be placed in the appropriate cadre subject to the availability of suitable vacancy. As per condition no.5, during the training period, either party was entitled to terminate the contract by giving 24 hours notice of termination in writing, to the other.

11. It has been admitted by the petitioner (PW-1), that vide letter Ex. PW-1/A, he had been appointed as trainee. He also admitted that on 1.12.2008, the company had given him notice which is Ex. RW-1/D. There is further admission, on his part, that the company had not issued him any other letter except Ex. PW-1/A. He denied that the company had terminated his services as per condition no.5 of letter Ex. PW-1/A. He denied that the company had not regularized him. Regarding his regularization, he has no appointment letter issued by the company. He explained that after the training period, he had worked for seven months.

12. Shri Karam Singh (RW-1) has stated that the services of the petitioner were terminated vide letter dated 1.12.2008, the copy of which is Ex. RW-1/D. In the cross-examination, he admitted that as per appointment letter, Ex. PW-1/A, the petitioner had been kept on training for one year. He denied that after the completion of training period, the petitioner had worked for six more months, in the company, on regular basis. He admitted that the work, which was being done by the petitioner, could be done only by a trainee. He further admitted that in Ex. PW-1/A, it has not been written that after one year, another letter for regular cadre basis was to be issued by the company.

13. The evidence which has been discussed above goes to show that although, the training period of the petitioner had come to an end on 30.4.2008, but he continued to work upto 1.12.2008. It is true that in letter Ex. PW-1/A, there is no such mention that after the completion of training period, the petitioner was required to be issued another appointment letter for his appointment on regular basis. Here, I would like to point-out that in the said letter (Ex. PW-1/A), there is no such mention that the petitioner was considered to be on the regular cadre after the completion of training period of one year. Our own Hon'ble High Court in Vijay Kumar Vs. Presiding Judge Labour Court & another, 2008 (3) Shim. LC 217, has held that "the petitioner, who had been engaged as a trainee on 5.11.1995, which period was further extended initially for one year and thereafter for another six months had always remained as a trainee and never attained the status of workman. It was further held that although in the wage slip, it had been mentioned that the petitioner had been confirmed but that would not make him a confirmed employee without there being a separate order of confirming him".

14. As far as the facts of the present case are concerned, those are similar to the one as in the case law supra. Whereas, in the said case (supra), the training period of the petitioner had been extended, initially, for one year and thereafter for another six months before his services were terminated, on 11.5.1998, in the case, in hand, the training period of the petitioner was to come to an end on 30.4.2008 but he continued to work till 1.12.2008. His continuation in the job/service for seven months, more, cannot be construed to confer upon him the status of an employee on regular

cadre basis. If he was to be made a regular employee, there should have been a separate order in this regard. Here, I would also like to point-out that as per condition no.4 of the letter, Ex. PW-1/A, the petitioner was required to be placed in appropriate cadre on the successful completion of his training period subject to the availability of vacancy. This condition makes it clear that even if the petitioner had successfully completed the training period, he could have been placed in the appropriate cadre only subject to the availability of suitable vacancy with the respondent. In R. Kartik Ramchandaran Vs. Presiding Officer, Labour Court & Ant., 2006 LLR 223, it has been held by the Hon'ble Dehli High Court that : “ a trainee as engaged by the employer for imparting of training and to work in various departments will not be a workman under section 2 (s) of the Act.” Hon'ble Apex Court in Head Master Lowrence School, Lovedale Vs. Jayanti Raghu & Ant. 2012 LLR 514, has held that “merely that an employee is allowed to continue in the post even after the expiry of the period of probation, there will not be any deemed confirmation in the absence of express order of confirmation.”.

15. Thus, on the basis of case laws (supra), the petitioner, in the case in hand, had not acquired the status of a regular employee after the completion of his one year training period which came to an end on 30.6.2008. If he was to be appointed on regular cadre, in this regard, there should have been a separate order issued by the respondent. Thus, the continuation of the petitioner, with the respondent, after the completion of one year of training, upto 1.12.2008, when his services were terminated in terms of clause -V of letter Ex. PW-1/A, was in his capacity as trainee and not as on regular cadre basis, as alleged. Since, for his being a trainee, he did not fall within the definition of workman, as defined under section 2 (s) of the Act, there was no need to have complied with the provisions of the Act before terminating his services. Thus, it cannot be said that his termination w.e.f. 1.12.2008, is against the provisions of law/Act. I disagree with the learned counsel for the petitioner that after the completion of one year of training, the petitioner had automatically become regular employee. Accordingly, my answer to issue no.1 is in “no” with the result issue no.2 becomes redundant.

ISSUE NO. 3

16. It is not understandable as to why this petition is not maintainable, particularly, when it has been filed in pursuance to the reference made to this Court by the Labour Commissioner. Apart from it, the learned counsel for the respondent could not explain as to why this petition is not maintainable in the present form. Accordingly, by holding it to be maintainable, my answer to this issue is in “No”.

RELIEF.

As a sequel to my findings on the aforesaid issues, the claim of the petitioner fails and is hereby dismissed and as such the reference is answered against her and in favour of the respondent. Let a copy of this award be sent to the appropriate government for publication in official gazette. File, after completion be consigned to records.

Announced in the open court today this day of 10th December, 2014.

(A.S. JASWAL)
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

IN THE COURT OF A.S JASWAL, PRESIDING JUDGE, HP INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA.

Ref no. 25 of 2010.

Instituted on 12.4.2010.

Decided on. 10.12.2014.

Pushpa Chauhan D/o Shri Mauji Ram Chauhan R/o Gupta Niwas, Dingu Bowri, Sanjauli Shimla-6. . .Petitioner.

VS.

Association for Social Health in India, through its Secretary, Office Block NO. 3, Set NO. 35, U.S Club Shimla. . .Respondent.

Reference under section 10 of the Industrial Disputes Act, 1947.

For petitioner : Shri Virender Kanwar, Advocate.

For respondent: Shri Nitin Mishra, Advocate.

AWARD

The reference, for adjudication, is as under:

“Whether termination of the services of Km. Pushpa Chauhan D/o Mauji Ram Chauhan by the Association for Social Health in India through its Secretary, Office Block No.3, Set No. 35 U.S Club Shimla-1 w.e.f. 11.11.2006, without complying the provisions under Industrial Disputes Act, 1947 is legal and justified? If not, to what relief Km. Pushpa Chauhan workman is entitled to?”

2. In nutshell, the case of the petitioner is that she was engaged by the respondent /Association for Social Health in India (hereinafter referred as respondent), on 24.2.1981, as Assistant Organizer. To her best, she worked with the respondent upto September, 1997 and thereafter from June 1998 till 11.6.2007 when an order terminating her services was passed by the respondent. Although, she was entitled for full scale, as approved by the Executive Board, on 1.9.1998, but she had been getting consolidated salary fixed at Rs. 8,124/- per month. It is alleged that she was suspended by the respondent in the month of November, 2006, without prior notice and information to her. As a matter of fact, the suspension order had been pasted on the gate of the respondent organization which indicated her suspension on the basis of misconduct/ misappropriation while serving in the Organization. On 11.11.2006, she had made a complaint, vide ASHI reference no. 871 against some unknown person with regard to the apprehension of the theft in the Organization, to SHO Chotta Shimla but no action was taken. On 13.11.2006, she had sent a registered letter to the Superintendent of Police, Shimla with regard to the action taken by the Police officials. It is further alleged that consequent upon the intimation received through pasted notice she went to Theog on 14.11.2006, for joining duties but to her surprise there was no one in the office and the same was locked. Upon this, she sent a letter dated 14.11.2006, to all the members of the management board. On 1.1.2007, she had again sent a letter to the respondent with regard to the mismanagement in the office at CTIP Theog and the facilities provided to her. In that letter, she had also written regarding non-disbursement of salary to her. Another letter she had written on 10.1.2007, with regard to the non-disbursement of salary. Despite this, the respondent did not pay any heed to pay her salary and other allowances. On 13.1.2007, she had again sent a registered letter to the respondent with regard to the shifting of office record and residence articles

from Creig Garden to US Club. In that letter, she had asked as to what was the need for shifting the office records without any order pertaining to handing over and taking charge. On 17.1.2007, she had written a letter to SHO P.S Chotta Shimla in respect of the working style of Police Officials. It is alleged that on 1.2.2007, she had given her joining to the respondent. It is further averred that although she had attended the office w.e.f. 14.11.2006 to 11.6.2007, at CTIP, Theog but the respondent did not bother to write a single letter to her or to pay visit to her place. Further, there had been no need, on the part of the respondent, to have published notices on 27.4.2007 and 29.4.2007 particularly when notice had been pasted on the main door of the office. In this way, her termination order, dated 11.6.2007, is null and void. It is further maintained that on 14.6.2007, she had only received letter dated 12.6.2007, in which the respondent had sent orders of Hon'ble High Court passed in Criminal MPM No. 632 of 2006. Vide letter dated 21.6.2007, she had asked the respondent management as to what was the need for having sent the copies of the orders of Hon'ble High Court. Against this back-drop a prayer has been made for quashing the enquiry proceedings against her and further to reinstate her in service w.e.f. 11.6.2007, with all the consequential service benefits.

3. The claim of the petitioner has been contested on having raised various preliminary objections including maintainability, that the dispute does not fall under the Industrial Disputes Act, 1947 (hereinafter referred as Act), that ASHI (NGO) is not an industry, that the petitioner is not a workman and that she has suppressed material facts from this Court. On merits, it has been asserted that the petitioner had been communicated by adopting different methods about her suspension dated 10.11.2006. A registered letter which had been sent to her, dated 22.9.2006, was refused to be received by her. As per the resolution, passed by the Association (respondent), the order of suspension had to be affixed at the door of her house but despite that she did not report at her Head Quarter. Apart from this, she did not receive any correspondence made to her by the respondent. As per public notices dated 27.4.2007 and 29.4.2007, published in newspapers i.e "The Tribune and Dainik Bhaskar" she had been asked/directed to report at Theog office within ten days from the publishing of the notices and to submit reply. It is further averred that on 29.6.2009, the petitioner had been given two cheques whereby she had agreed not to make any claim, whatsoever, and made an endorsement in this regard by putting her signatures. Further, she has concealed material facts from this Court because in the year, 1997, when she was assigned the duties of Supervisor of Balkendra Jangla, she also managed to get the job of JBT Teacher in GPS Masli and drew salary from both the posts. In this regard, an FIR was got registered against her and that a criminal case is pending against her. On account of her misconduct, she had been put under suspension and subsequently terminated. It is further averred that since the petitioner was holding the letterheads of the Organization (respondent), she used to send irrelevant complaints to the Police which were written after her suspension. She had remained absent from office w.e.f. 10.11.2006 to 31.1.2007 and after 82 days, from her suspension order, she reported at Headquarter only for one day and thereafter, neither she attended her Headquarter nor received any correspondence. As per the public notices, she had been given ten days to report at Theog office and to submit the reply but she failed to do so. Other allegations denied.

4. By filing rejoinder, the petitioner has reaffirmed her own allegations by denying those of the respondent.

5. Pleadings of the parties gave rise to the following issues which were struck on 23.11.2010.

1. Whether the services of the petitioner have been terminated by the respondent without complying the provisions under Industrial Disputes Act, 1947 in an illegal manner as alleged? . . .OPP.

2. Whether this petition is not maintainable as alleged? . .OPR.
3. Whether the petitioner does not fall within the definition of workman as alleged? . .OPR.
4. Whether the petitioner has no locus standi to file this petition? . .OPR.
5. Whether this Court has no jurisdiction to adjudicate the dispute interse the parties. . .OPR.
6. If issue no.1 is proved in affirmative, whether petitioner is entitled to service benefits as prayed? . .OPP.
7. Relief.

6. I have heard the learned counsel for the parties and have also gone through the record of the case carefully.

7. For the reasons to be recorded hereinafter while discussing issues for determination, my findings on the aforesaid issues are as under.

- | | | |
|-------------|---|---|
| Issue no. 1 | : | No. |
| Issue no. 2 | : | No. |
| Issue no. 3 | : | Yes. |
| Issue no. 4 | : | No. |
| Issue no. 5 | : | No. |
| Issue no. 6 | : | Becomes redundant. |
| Relief. | : | Reference answered in favour of respondent and against the petitioner, per operative part of award. |

REASONS FOR FINDINGS

ISSUE NO.1 & 6.

8. Being interlinked, both these issues are taken up together for discussion and decision.

9. At the very out-set, I would like to point-out that the reference, which has been made to this Court, is pertaining to the termination of the petitioner w.e.f. 11.11.2006. I may make it clear that on the said date i.e 11.11.2006, the services of the petitioner had not been terminated. From the material, on record, it is revealed that, in fact, she had been put under suspension on 10.11.2006, by the respondent. Thus, it required to be, first of all, ascertained as to whether the petitioner had been put under suspension in an illegal and unjustified manner. From the facts stated in the petition, it is further revealed that as per order dated 11.6.2007, the petitioner was terminated from service. This Court is further required to go into this aspect of the matter as to whether the respondent had terminated the services of the petitioner after putting her under suspension in a legal and justified manner.

10. It has been specifically alleged by the respondent that on 10.11.2006,, the petitioner had been put under suspension and that she had also not received the registered letter dated 22.9.2006, which was sent to her. When, Shri Adarsh Sood, Secretary of respondent, appeared in

the witness box as RW-1, he filed his affidavit Ex. RW-1/A, in chief examination. He also tendered copy of complaint, Ex. RW-1/B, office order dated 11.6.2007, Ex. RW-1/C, copies of publications dated 27.4.2007 and 29.4.2007 Ex. RW-1/D and Ex. RW-1/E respectively. Also tendered office order dated 10.11.2006, Ex. RW-1/F and registered letter Ex. RW-1/G. Copy of FIR dated 21.9.2006 mark C, letter dated 19.9.2006, Ex. RW-1/H. Ex. RW-1/K is the copy of payment dated 18.6.2009 and Ex. RW-1/L, registration certificate. In the cross examination, he stated that Ex. R-1 and Ex. R-2 are the copies of proceedings of the meetings of the Executive Committee.

11. Petitioner Pushpa Chauhan (PW-1), in her affidavit has supported all the facts as narrated in the petition. In the cross-examination, she stated that ASHI is nongovernmental organization registered under the Societies Registration Act and that NGOs are dependent on aid. In the year, 1981, she had been appointed as Assistant Organizer and remained Supervisor at Jangla in 1997. She had been controlling the staff posted under her under the directions of Secretary. She admitted that while she remained posted at Jangla, she also remained as JBT Teacher, on contract basis, at Masli. She denied that without the permission of ASHI, she joined as JBT Teacher. When, she remained as JBT Teacher at Masli, she drew salary. During that period, she did not draw salary from ASHI but drew honorarium only. Against her, an FIR was got registered and that she had obtained, bail, in that case, from Hon'ble High Court. The FIR was registered against her for having drawn salary as well as honorarium. She denied that lapses had been found at the time of scrutiny of records in 2001. She denied that she had purchased assets amounting to Rs. 91504/-, without approval from ASHI Board and extended advance exceeding Rs. 25000/-. She denied to have paid Rs. 18570/- and 17436/- twice to a party in contravention of bye laws of NGOs. She denied to have received letter dated 19.9.2006 in this context. She was suspended w.e.f. 10.9.2006 but denied that her suspension was for her failure to correspond with ASHI. She denied to have refused to accept suspension order sent through peon. She denied that for this reason the suspension order had to be pasted. She denied to have remained absent from 10.11.2006 to 31.1.2007 and that only went to ASHI office at Theog on 1.2.2007. Ex. D-1, is the copy of her joining report. Regarding the publication of notice in the newspapers, she had come to know when she got these papers through Court. She had filed a case before Registrar Societies but withdraw the same.

12. From the evidence, which has been discussed above, it is revealed that Ex. R-1 (resolution dated 30.8.2006) had been passed by the Executive Committee in order to seek the explanation of the petitioner for the irregularities, which had been allegedly committed by her. Ex. RW-1/H, is the memo dated 29.9.2006, as per which the explanation of the petitioner had been called regarding purchase of assets worth Rs. 91504/-, made in contravention of the rules, for not having taken prior approval for advancing more than Rs. 25000/-, for doubly crediting amounts of Rs. 18570/- & Rs. 17436/-, and further to explain regarding FIR No. 3/2000 dated 10.3.2000, registered by the Enforcement Directorate under section 420, 468, 471, 120B of IPC and 13 (2) of PC Act. As per this letter/memo, Ex. RW-1/H, the petitioner was required to explain her position by 27.9.2006. The case of the respondent is that the aforesaid memo had been sent to the petitioner through registered post with AD, which is Ex. RW-1/G but the same was refused to be accepted by her.

13. The evidence, which has been referred to above, clearly goes to show that when some financial irregularities had been found against the petitioner, she had been asked to give her explanation, as per resolution dated 30.8.2006, and in consequence thereupon, she was issued memo Ex. RW-1/H, which was sent to her through registered post but she refused to accept the same. When, the evidence of the petitioner (PW-1), is considered, nowhere, it is explained, as to why she had refused to accept/receive this letter/memo. Although, she has denied to have refused to receive letter dated 19.9.2006 but from the perusal of the original envelop, Ex. RW-1/G, it is abundantly clear that she had refused to accept the same. In this way, the petitioner did not care to explain her position regarding the alleged financial irregularities committed by her. For her failure to have done

the needful, another resolution dated 6.10.2006, was passed as per which, it was resolved to put her under suspension and to enquire the allegations against her. Consequent, upon the resolution, so passed, suspension order dated 10.11.2006, Ex. RW-1/F, was passed. Since, the suspension order had been refused to be accepted by the petitioner, when sent through peon, it was pasted on the gate of her house. It is to be noted that as per the suspension order, the headquarter of the petitioner, during suspension, had been fixed at CTIP Project, being run by the respondent, at Theog. When, on having put under suspension, the petitioner did not join at Theog, where her headquarter had been fixed and that she had remained absent w.e.f. 10.11.2006 to 31.1.2007 and only reported on 1.2.2007, for one day, and thereafter again failed to attend the headquarter or receive correspondence, the respondent was left with no other alternative but to issue public notices, which were published in newspapers i.e. "The Tribune" dated 27.4.2007 (Ex. RW-1/D) and "Dainik Bhaskar" dated 29.4.2007 (Ex. RW-1/E). As per those public notices, the petitioner had been directed to report at Theog office within ten days from the publication of the notices and to reply to the charges against her, failing which an ex-parte decision, as per law, was to be taken against her. Although, in her petition, the petitioner has mentioned that she had attended the office at CTIP Project, w.e.f. 14.11.2006 to 11.6.2007 but her such version, in this regard, is not correct. Had she attended the office, she was to file reply to the alleged misconduct/misappropriation against her. Moreover, from Ex. D-1, joining report, it is clearly borne out that on 1.2.2007, she had given her joining report. This document falsifies her alleged version to have attended the office w.e.f. 14.11.2006 to 11.6.2007. Since, despite the publication of the notices, in the said newspapers, the petitioner had failed to file reply to the charges leveled against her, all the charges, alleged against her, stood proved. Thus, office order dated 11.6.2007, Ex. RW-1/C, terminating her services was passed. Under these circumstances, there is nothing such, on record, which could go to show that the respondent had either put the petitioner under suspension or terminated her services illegally. It was the petitioner, herself, who had chosen not to receive memo/letter dated 29.6.2006, Ex. RW-1/H, as per which she had been asked to explain her conduct regarding purchase of assets worth Rs. 91504/-, made in contravention of the rules, for not taking prior approval for the advance of more than Rs. 25000/-, for doubly crediting amounts of Rs. 18570/- & Rs. 17436/-, and further to explain regarding FIR No. 3/2000 dated 10.3.2000, registered by the Enforcement Directorate under section 420, 468, 471, 120B of IPC and 13 (2) of PC Act. Even, she had refused to accept the suspension order dated 10.11.2006, Ex. RW-1/F, which had to be pasted on the gate of her house. As per that suspension order, she was required to join her headquarter at CTIP Project Theog but she failed to join there. Only on 1.2.2007, she had attended the office for one day, as per joining report, Ex. D-1, and thereafter, she again failed either to attend her headquarter or receive correspondence. Having regard to the alleged financial irregularities, it cannot be said that the suspension order, which was passed against the petitioner and subsequently resulted in her termination vide order dated 11.6.2007 (Ex. RW-1/C), is against the principles of natural justice and rules/law. Thus, I hold that the services of the petitioner w.e.f. 11.11.2006, have not been terminated in contravention of the provisions of the Act. Accordingly, my answer to issue no.1 is in "no" with the result issue no.6 becomes redundant.

ISSUE NO. 2

14. It is not understandable as to why this petition is not maintainable, particularly, when it has been filed in pursuance to the reference made to this Court by the Labour Commissioner. Apart from it, the learned counsel for respondent could not explain as to why this petition is not maintainable in the present from. Accordingly, by holding it to be maintainable, my answer to this issue is in "No".

ISSUE NO. 3

15. "Workman" in section 2(s) is defined as follows :

"workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or

reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person:

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison;
- or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.”

16. The Hon’ble Apex Court in *1971 Lab. IC 699 (vol.4, C.N. 166), The Burmah Shell Management Staff Association Vs. The Burmah Shell Management Staff Association and others* has observed as follows:—

“The next aspect that has to be taken notice is of that, in practice, quite large number of employees are employed in industries to do work of more than one of the kinds mentioned in the definition. In cases where an employee is employed to do purely skilled or unskilled manual work, or supervisory work, or technical work, or clerical work, there would be no difficulty in holding him to be a workman under the appropriate classification. Frequently, however, an employee is required to do more than one kind of work. He may be doing manual work as well as supervisory work, or he may be doing clerical work as well as supervisory work. He may be doing technical work as well as clerical work. He may be doing technical as well as supervisory work. In such cases, it would be necessary to determined under which classification he will fall for the purpose of finding out whether he does or does not go out of the definition of “workman” under the exceptions. The principle is now well settled that, for this purpose, a workman must be held to be employed to do that work which is the main work he is required to do, even though he may be incidentally doing other type of work.”

In *2006-III LLJ (767), Anand regional Co.op. Oil Seedsgrowers Union Ltd. Vs. Shailesh Kumar Harshad Bhai Shah*, it was observed by the Hon’ble Supreme Court that:

“For determining the question as to whether a person employed in an industry is a workman or not; not only the nature of work performed by him but also terms of the appointment in the job performed are relevant considerations”

“Supervision contemplates direction and control. While determining the nature of the work performed by an employee, the essence of the matter should call for consideration. An undue importance need not be given for the designation of an employee, or the name assigned to the class to which he belongs. What is needed to be asked is as to what are the primary duties he performs. For the said purpose, it is necessary to prove that there were some persons working under him whose work is required to be supervised. Being incharge of section alone and that too it being a small one and relating to quality control would not answer the test.”

17. The question, as such, whether a person is employed in a supervisory capacity or on clerical work, depends upon whether the main and principal duties carried out by him are those of a supervisory character, or of a nature carried out by a clerk. If a person is mainly doing supervisory work, but, incidentally or for a fraction of the time, also does some clerical work, it would have to be held that he is employed in supervisory capacity; and, conversely, if the main work done is of clerical nature, the mere fact that some supervisory duties are also carried out incidentally or as a small fraction of the work done by him will not convert his employment as a clerk into one in supervisory capacity.

18. In the instant case, it has been admitted by the petitioner as PW-1 that she was appointed as Assistant Organizer in the year, 1981 and thereafter appointed as Supervisor in Jangla Block. She further admitted that she was controlling the staff posted under her and further admitted that she also used to attend the meetings with the government and performing supervisory work. The nature of duties of the petitioner was such that she was performing supervisory and managerial duties. Reliance is placed **1985-1 CLR 318 Vinayak Baburao Shinde Vs. S.R Shinde, in which it was held that:**

“The word “Supervise” means to oversee, that is to look after the work done by other persons. The word “Supervision” occurring in section 2(s) of the Industrial Disputes Act means supervision in relation to work or in relation to persons. The essence of supervision consists in overseeing by one person over the work of others. This also involves a power in the person overseeing to direct and control the work done by the persons over whom he is supervising. In an industrial establishment normally there are three layers of work. One is the clerical or the manual work which is done by the workman: the second is the supervisory work done by a supervisor; and at a higher level is the work of a manager.”

19. Thus, it is clear that the petitioner was performing supervisory, managerial and administrative functions in the respondent association and was not a workman as defined under section 2(s) of the Industrial Disputes Act, 1947. Accordingly, my answer to this issue is in “yes”. *Issue no.420*. Since, the claim petition has been filed by the petitioner in pursuance to the reference which has been made to this Court, it cannot be said that she has no locus standi to file this petition. Thus, my answer to this issue is in “No”.

ISSUE NO.5

21. As, this Court is required to decide the reference, made by the appropriate government, it cannot be said that this Court has no jurisdiction to adjudicate the dispute interse the parties. Accordingly, my answer to this issue is in “no”.

RELIEF

As a sequel to my findings on the aforesaid issues, the claim of the petitioner fails and is hereby dismissed and as such the reference is answered against her and in favour of the respondent. Let a copy of this award be sent to the appropriate government for publication in official gazette. File, after completion be consigned to records.

Announced in the open Court today this day of 10th December, 2014.

(A. S. JASWAL)
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

**IN THE COURT OF A.S JASWAL, PRESIDING JUDGE, HP INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA CAMP AT NALAGARH.**

Ref no. : 34 of 2009.
Instituted on : 27.4.2009.
Decided on : 30.12.2014.

Sh. Mahabal Yadav S/o Shri Ram Avatar, Card No.-1304, token No. 646, Quarter No. 142,
Siddharatha Colony, Khera, Tehsil Nalagarh, District. Solan. H.P. . .Petitioner.

VS.

M/S Siddhartha Super Spinning Mill Ltd. Nihal Khera, Nalagarh, District, Solan. H.P.
. .Respondent.

Reference under section 10 of the Industrial Disputes Act, 1947.

For petitioner : None for the Petitioner.
For respondent : Shri Rajeev Sharma, Advocate for the Respondent.

AWARD

The reference for adjudication, is as under:—

“Whether termination of services of Sh. Mahabal Yadav S/O sh. Ram Avatar by President, M/S Siddhartha Super Spining Mill Ltd. Nihal Khera, Nalagarh, Distt. Solan, H.P. W.e.f 25.4.2007 on the basis of domestic enquiry and without affording adequate opportunities in the domestic enquiry as alleged by the workman is proper and justified? If not, what relief of service and amount of compensation the above aggrieved workman is entitled to ?”

The Petitioner has assailed his termination w.e.f 25/4/2007 in violation of the provisions of the Act as he had not been afforded to be adequate opportunities to defend himself during enquiry proceedings.

The respondent has asserted that on the basis of the proper domestic enquiry, conducted as per the provisions of natural justice the services of the petitioner were terminated.

On 30/12/2014 when this case was fixed for the evidence of the respondent, neither the petitioner nor his counsel was present. For the respondent Sh. Ram Avatar who appeared with counsel Sh. Rajeev Sharma Advocate, stated that already a compromise has been effected between the parties. He also produced the compromise affected between the parties and also the Photocopy of the Cheque as per which the petitioner was paid Rs. 26,235. The Resignation Letter of the petitioner was also produced before this Court. On having considered the documents, so produced before this Court. I was satisfied that a lawful compromise had already been effected between the parties. Thus, I proceeded with record, the statement of Sh. Ram Avatar for the respondent which was recorded accordingly.

Having regard to the statement of Sh. Ram Avatar, I am satisfied that consequent upon compromise, EX. R-A, the petitioner has been paid Rs. 26,235 as per cheque, Photocopy of which is EX. R-B and thereafter, he (petitioner) had resigned vide EX. R-C. Thus, this reference stands disposed of as compromise in terms of the statement of Sh. Ram Avatar for the respondent which

shall form part and parcel of this award. Let a copy of this award be sent to the appropriate government for publication in official gazette. File, after completion be consigned to records. Announced in the open Court today i.e on 30th Day of December 2014.

(A.S JASWAL)
*Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla,
Camp at Nalagarh.*

App 47 of 2013

Harbanshi V/s M/s Shivek Labs Ltd Vill Kishab Pura PO Guru Majara The Baddi Distt Solan.

30.12.2015:—

Present: Sh. A.K.Sharma AR for the petitioner.
Sh. Lokender Kumar Ld. AR for the respondent.

As per separate statement of Statement of Sh. A. K. Sharma AR for the applicant. Compromise has already been affected between the parties. In view of the statement of Sh A.K. Sharma,AR for petitioner, This application whereby the petitioner has sought his re-in statement stands disposed of as compromised . Let a copy of this order/Award be sent to the appropriate government for publication in the official gazette. File , after completion, be consigned to records.

Announced:
30.12.2015

A. S. JASWAL,
*Presiding Judge
Labour Court, Shimla.*

App 40 of 2013

Devinder V/s M/s Shivek Labs Ltd Vill Kishab Pura PO Guru Majara The Baddi Distt Solan.

30.12.2015:—

Present: Sh. A.K.Sharma AR for the petitioner.
Sh. Lokender Kumar Ld. AR for the respondent.

As per separate statement of Statement of Sh. A. K. Sharma AR for the applicant. Compromise has already been affected between the parties. In view of the statement of Sh A.K. Sharma,AR for petitioner, This application whereby the petitioner has sought his re-in statement stands disposed of as compromised . Let a copy of this order/Award be sent to the appropriate government for publication in the official gazette. File , after completion, be consigned to records.

Announced:
30.12.2015

A. S. JASWAL,
*Presiding Judge
Labour Court, Shimla*

App 53 of 2013

Pinki Sharma V/s M/s Shivek Labs Ltd Vill Kishab Pura PO Guru Majara The Baddi Distt Solan.

30.12.2015:—

Present: Sh. A.K.Sharma AR for the petitioner.
Sh. Lokender Kumar Ld. AR for the respondent.

As per separate statement of Statement of Sh. A. K. Sharma AR for the applicant. Compromise has already been affected between the parties. In view of the statement of Sh A.K. Sharma, AR for petitioner, This application whereby the petitioner has sought his re-in statement stands disposed of as compromised . Let a copy of this order/Award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
30.12.2015

A. S. JASWAL
*Presiding Judge,
Labour Court, Shimla.*

App 52 of 2013

Vibhu V/s M/s Shivek Labs Ltd Vill Kishab Pura PO Guru Majara The Baddi Distt Solan.

30.12.2015:—

Present: Sh A.K.Sharma AR for the petitioner.
Sh Lokender Kumar Ld. AR for the respondent.

As per separate statement of Statement of Sh. A. K. Sharma AR for the applicant. Compromise has already been affected between the parties. In view of the statement of Sh A.K. Sharma, AR for petitioner, This application whereby the petitioner has sought his re-in statement stands disposed of as compromised . Let a copy of this order/Award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
30.12.2015

A. S. JASWAL
*Presiding Judge
Labour Court, Shimla*

App 48 of 2013

Shakuntla V/s M/s Shivek Labs Ltd Vill Kishab Pura PO Guru Majara The Baddi Distt Solan.

30.12.2015:—

Present: Sh. A. K. Sharma AR for the petitioner.
Sh. Lokender Kumar Ld. AR for the respondent.

As per separate statement of Statement of Sh. A. K. Sharma AR for the applicant. Compromise has already been affected between the parties. In view of the statement of Sh A.K. Sharma,AR for petitioner, This application whereby the petitioner has sought his re-in statement stands disposed of as compromised . Let a copy of this order/Award be sent to the appropriate government for publication in the official gazette. File , after completion, be consigned to records.

Announced:

30.12.2015

A. S. JASWAL
*Presiding Judge,
Labour Court, Shimla.*

App 51 of 2013

Shanti Devi V/s M/s Shivek Labs Ltd Vill Kishab Pura PO Guru Majara The Baddi Distt Solan.

30.12.2015:

Present: Sh. A.K.Sharma AR for the petitioner.
Sh. Lokender Kumar Ld. AR for the respondent.

As per separate statement of Statement of Sh. A. K. Sharma AR for the applicant. Compromise has already been affected between the parties. In view of the statement of Sh A.K. Sharma,AR for petitioner, This application whereby the petitioner has sought his re-in statement stands disposed of as compromised . Let a copy of this order/Award be sent to the appropriate government for publication in the official gazette. File , after completion, be consigned to records.

Announced:

30.12.2015

A. S. JASWAL
*Presiding Judge,
Labour Court, Shimla.*

App. 30 of 2013

Anita V/s M/s Shivek Labs Ltd Vill Kishab Pura PO Guru Majara The Baddi Distt Solan.

30.12.2015:

Present: Sh. A.K.Sharma AR for the petitioner.
Sh. Lokender Kumar Ld. AR for the respondent.

As per separate statement of Statement of Sh. A. K. Sharma AR for the applicant. Compromise has already been affected between the parties. In view of the statement of Sh A. K. Sharma,AR for petitioner, This application whereby the petitioner has sought his re-in statement stands disposed of as compromised . Let a copy of this order/Award be sent to the appropriate government for publication in the official gazette. File , after completion, be consigned to records.

Announced:

30.12.2015

A. S. JASWAL,
*Presiding Judge,
Labour Court, Shimla.*

HIGH COURT OF HIMACHAL PRADESH, SHIMLA – 171001

NOTIFICATION

Shimla, the 14th January, 2015

No. HHC/Admn. 6 (23)/74-XV.—Hon'ble the Chief Justice in exercise of the powers vested in him under Rule 2 (32) of Chapter 1 of H.P. Financial Rules, 2009 has been pleased to declare Additional District and Sessions Judge (I), Mandi, H.P. as Drawing and Disbursing Officer in respect of the Court of District and Sessions Judge, Mandi and also the Controlling Officer for the purpose of salary, T.A. etc. in respect of establishments attached to the aforesaid Court under Major Head "2014-Administration of Justice" **with immediate effect** till Sh. Baldev Singh, District and Sessions Judge, Mandi, H.P., joins his duty.

By order,
Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171001

NOTIFICATION

Shimla, the 12th January, 2015

No. HHC/GAZ/ 14-334/2013.—Hon'ble the Chief Justice has been pleased to grant ex-post facto sanction of 12 days' commuted leave w.e.f. 26.9.2014 to 7.10.2014 and 03 days' earned leave w.e.f. 8.10.2014 to 10.10.2014 in favour of Smt. Shikha Lakhanpal, Civil Judge (Jr. Division)-cum-JMIC (II), Dharamshala, H.P.

Certified that Smt. Shikha Lakhanpal has joined the same post and at the same station from where she had proceeded on leave, after expiry of the above period of leave.

Also certified that Smt. Shikha Lakhanpal would have continued to hold the post of Civil Judge (Jr. Division)-cum-JMIC (II), Dharamshala, H.P., but for her proceeding on leave for the above period.

By order,
Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH SHIMLA -171001

NOTIFICATION

Shimla the 9th January, 2015

No. HHC/GAZ/ 14-320/2010-Part.—Hon'ble the Chief Justice has been pleased to grant 06 days' earned leave w.e.f. 12.1.2015 to 17.1.2015 with permission to prefix Second Saturday and Sunday falling on 10.1.2015 & 11.1.2015 and to suffix Special casual leave falling w.e.f. 18.1.2015 to 31.1.2015 in favour of Sh. Aslam Beg, Civil Judge (Junior Division)-cum-JMIC, Palampur, H.P.

Certified that Sh. Aslam Beg is likely to join the same post and at the same station from where he proceeds on leave, after expiry of the above period of leave.

Also certified that Sh. Aslam Beg would have continued to hold the post of Civil Judge (Junior Division)-cum-JMIC, Palampur, H.P., but for his proceeding on leave for the above period.

By order,
Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA - 171001

NOTIFICATION

Shimla, the 9th January, 2015

No. HHC/Admn. 6 (23)/74-XV.—Hon'ble the Chief Justice in exercise of the powers vested in him under Rule 2 (32) of Chapter 1 of H.P. Financial Rules, 2009 has been pleased to declare Civil Judge (Sr. Division)-cum-ACJM, Palampur, H.P. as Drawing and Disbursing Officer in respect of the Court of Civil Judge (Jr. Division)-cum-JMIC, Palampur and also the Controlling Officer for the purpose of salary, T.A. etc. in respect of establishments attached to the aforesaid Court under Major Head "2014-Administration of Justice" during the leave period of Sh. Aslam Beg, Civil Judge (Jr. Division)-cum-JMIC, Palampur or till he returns from leave.

By order,
Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171001

NOTIFICATION

Shimla, the 9th January, 2015

No. HHC/GAZ/ 14-320/2010.—Hon'ble the Chief Justice has been pleased to grant ex-post facto sanction of 04 days' commuted leave w.e.f. 15.10.2014 to 18.10.2014 with permission to suffix Sunday fell on 19.10.2014 in favour of Sh. Aslam Beg, Civil Judge (Jr. Division)-cum-JMIC, Palampur, H.P.

Certified that Sh. Aslam Beg has joined the same post and at the same station from where he had proceeded on leave, after expiry of the above period of leave.

Also certified that Sh. Aslam Beg would have continued to hold the post of Civil Judge (Jr. Division)-cum-JMIC, Palampur, H.P., but for his proceeding on leave for the above period.

By order,
Sd/-
Registrar General.

ब अदालत श्री ओ0 पी0 शर्मा, तहसीलदार एवं सहायक समाहर्ता द्वितीय श्रेणी, तहसील घुमारवीं,
जिला बिलासपुर (हि0 प्र0)

इन्द्र राम सुपुत्र श्री खोथो राम, गांव बच्छड़ी (मस्थान), परगना तियून, तहसील घुमारवीं।

बनाम

जनसाधारण (जनरल पब्लिक), ग्राम बच्छड़ी, (मस्थान), परगना तियून, तहसील घुमारवीं, जिला बिलासपुर (हि0 प्र0)।

प्रार्थना-पत्र मकफूल उलखबरी श्री कृष्ण राम सुपुत्र श्री गणु राम, गांव बच्छड़ी (मस्थान), तहसील घुमारवीं, जिला बिलासपुर (हि0 प्र0) बहक जायज वारसान दर्ज कागजात में करने के सम्बन्ध में।

नोटिस बनाम जनसाधारण आम जनता को बजरिया राजपत्र द्वारा सूचित किया जाता है इन्द्र राम सुपुत्र श्री खोथो राम ने प्रार्थना-पत्र दिया है कि उसका चाचा श्री कृष्ण राम सुपुत्र श्री गणु राम लगभग 50-60 सालों से लापता है इसलिए उसकी बरासत इन्तकाल नं0 272 गांव मस्थान व इन्तकाल नं0 360 ग्राम बच्छड़ी मकफूल उलखबरी दर्ज किया गया है। उनका यह भी कथन है कि उन्होंने 50-60 वर्षों से लगातार तलाश की परन्तु आज तक उसके जिन्दा होने अथवा स्वर्गवास होने का कोई भी प्रमाण/सुराग नहीं मिला है तथा न ही इस अवधि में वह कभी घर आया। इससे उन्हें आशंका है कि उसकी मृत्यु हो चुकी है, अन्यथा इतने लम्बे अरसे में वह कभी न कभी घर अवश्य आता। ऐसी अवस्था में उसकी बरासत का इन्तकाल उसके जायज वारसान के नाम कर दिया जाए।

उपरोक्त के सम्बन्ध में राजपत्र के द्वारा आम व खास को सूचित किया जाता है कि जिस किसी व्यक्ति को श्री कृष्ण राम के जीवित होने के सम्बन्ध में कोई सबूत/प्रमाण हो अथवा मरने के सम्बन्ध में कोई जानकारी हो तो वह दिनांक 20-2-2015 सांय तक असालतन अथवा वकालतन उपस्थित होकर अपना एतराज पेश कर प्रस्तुत कर सकता है अन्यथा श्री कृष्ण राम को मृत समझ कर उसकी बरासत का इन्तकाल नं0 272 व 360 मकफूल उलखबरी जायज वारसान के नाम स्वीकृत कर दिया जायेगा।

आज दिनांक 9-1-2015 को हमारे हस्ताक्षर व कार्यालय/अदालत मोहर से जारी किया गया।

मोहर।

ओ0 पी0 शर्मा,
तहसीलदार एवं सहायक समाहर्ता द्वितीय श्रेणी,
घुमारवीं, जिला बिलासपुर (हि0 प्र0)।

**In the court of Shri Malok Singh, Marriage Officer-cum-Sub-Divisional Magistrate,
Dalhousie, District Chamba (H.P.)**

In the matter of :—

1. Shri Akash Kumar s/o Shri Thomas Masih, r/o Quarter No. TA-71, NHPC, Colony, Near K.V. Banikhet, V.P.O. Banikhet, Tehsil Dalhousie, District Chamba (H.P.).
2. Smt. Shalini Kalyan d/o Shri Enayat Masih, r/o Mohalla Hardaspura, P.O. Hardaspura, Tehsil and District Chamba (H.P.) at present r/o Quarter No. TA-71, NHPC Colony, Near K.V. Banikhet, V.P.O. Banikhet, Tehsil Dalhousie, District Chamba (H.P.)

... Applicants.

Versus

General Public

Subject.—Application for the registration of marriage under Section 16 of the Special Marriage Act, 1954.

Shri Ashok Kumar and Smt. Shalini Kalyan have filed an application alongwith an affidavit in the court of undersigned under Section 16 of the Special Marriage Act, 1954 stating that they have solemnized their marriage on 5-5-2012 and they have been living together as husband and wife since then. Hence their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding the registration of this marriage can file an objection personally or in writing before this court on or before 7-2-2015. After that no objection will be entertained and marriage will be registered.

Seal.

MALOK SINGH,
Marriage Officer-cum-Sub-Divisional Magistrate,
Dalhousie, District Chamba (H.P.).

ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, शाहपुर, जिला कांगड़ा (हि0 प्र0)

श्रीमती शारदा देवी पत्नी स्व0 श्री रणजीत सिंह, निवासी गांव व डाकघर नरेटी, तहसील शाहपुर, जिला कांगड़ा (हि0 प्र0) प्रार्थिया।

बनाम

आम जनता

विषय.—कागजात माल में नाम की दुरुस्ती करवाने बारे।

श्रीमती शारदा देवी पत्नी स्व0 श्री रणजीत सिंह, निवासी गांव व डाकघर नरेटी, तहसील शाहपुर ने इस अदालत में मय ब्यान हल्फी सहित आवेदन पत्र गुजारा है कि मेरे पति का सही नाम रणजीत सिंह है। परन्तु राजस्व अभिलेख महाल नरेटी व ढिरडी में रणियां दर्ज है जो कि गलत है दुरुस्ती की जावे।

अतः इस राजपत्र इश्तहार द्वारा आम सर्वसाधारण को सूचित किया जाता है कि यदि किसी भी व्यक्ति को इस बारे कोई उजर या एतराज हो तो वह दिनांक 29-1-2015 को प्रातः 10.00 बजे पेश कर सकता है। बाद पेशी कोई भी उजर या एतराज नहीं सुना जायेगा तथा प्रार्थिया के पति का सही नाम राजस्व अभिलेख में दर्ज करने के आदेश कर दिए जायेंगे।

आज दिनांक 8-1-2015 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित /—
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,
शाहपुर, जिला कांगड़ा, हिमाचल प्रदेश।

ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, शाहपुर, जिला कांगड़ा (हि0 प्र0)

श्रीमती राज बेगम पत्नी मुहम्मद सलीम, निवासी गांव बण्डी, तहसील शाहपुर, जिला कांगड़ा (हि0 प्र0) प्रार्थिया।

बनाम

आम जनता

प्रतिवादी।

विषय.—प्रार्थना—पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

श्रीमती राज बेगम पत्नी मुहम्मद सलीम, निवासी गांव भेडी, डाकघर बण्डी, तहसील व जिला कांगड़ा ने इस अदालत में प्रार्थना—पत्र मय ब्यान हल्फी गुजारा है कि मेरे लड़के आसिफ का जन्म दिनांक 12—12—1999 को हुआ है। लेकिन ग्राम पंचायत कुहमा के रिकॉर्ड रजिस्टर में दर्ज न है।

अतः इस राजपत्र इश्तहार द्वारा आम सर्वसाधारण को सूचित किया जाता है कि यदि इस बारे किसी भी व्यक्ति को कोई उजर या एतराज हो तो वह दिनांक 29—1—2015 को पेश कर सकता है। बाद पेशी कोई भी उजर या एतराज नहीं सुना जायेगा तथा प्रार्थिया के लड़के की जन्म तिथि पंचायत के रिकॉर्ड रजिस्टर में दर्ज करने के आदेश कर दिए जायेंगे।

आज दिनांक 8—1—2015 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित /—
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,
शाहपुर, जिला कांगड़ा, हिमाचल प्रदेश।

ब अदालत श्री हेम चन्द वर्मा, कार्यकारी दण्डाधिकारी एवं सहायक समाहर्ता प्रथम श्रेणी, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)

केस नं0 : 01/T/2015/Misc.

तारीख पेशी : 23—1—2015

श्री शिव कुमार पुत्र श्री चिरंजी लाल, निवासी गांव व डा0 खुण्डियां, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

बनाम

आम जनता

उनवान मुकद्दमा.—हि0 प्र0 शादी पंजीकरण अधिनियम, 1996 की धारा 8(4) के तहत शादी का पंजीकरण।

प्रार्थी श्री शिव कुमार पुत्र श्री चिरंजी लाल, निवासी गांव व डा0 खुण्डियां, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0) ने स्वयं उपस्थित होकर प्रार्थना—पत्र प्रस्तुत किया है कि मेरी शादी दिनांक 1—8—1999 को श्रीमती रजनीश कुमारी पुत्री श्री खुशहाल चन्द, निवासी गांव घुरकाल, डा0 भडोली, तहसील ज्वालामुखी, जिला कांगड़ा (हि0 प्र0) के साथ सामान्य रीति रिवाज से हुई थी, परन्तु कानून की जानकारी न होने के कारण शादी का पंजीकरण ग्राम पंचायत खुण्डियां, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0) के शादी अभिलेख में दर्ज न हो सका है। अतः हमारी शादी का पंजीकरण ग्राम पंचायत खुण्डियां के अभिलेख में दर्ज किया जाये।

अतः सर्वसाधारण को सुनवाई हेतु बजरिया इश्तहार व मुस्त्री मुनादी द्वारा सूचित किया जाता है कि इस सम्बन्ध में किसी प्रकार का उजर/एतराज हो तो वह दिनांक 23-1-2015 को असालतन व वकालतन पेश होकर अपना एतराज दर्ज करवा सकता है। उसके उपरान्त कोई भी उजर/एतराज जेर समायत न होगा तथा श्री शिव कुमार पुत्र श्री चिरंजी लाल व श्रीमती रजनीश कुमारी पुत्री श्री खुशहाल चन्द की शादी का पंजीकरण ग्राम पंचायत खुण्डियां, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0) के अभिलेख में दर्ज करने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 7-1-2015 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हेम चन्द वर्मा,
कार्यकारी दण्डाधिकारी,
खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

ब अदालत तहसीलदार एवं कार्यकारी दण्डाधिकारी, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)

केस नं0 : 02/T/2015/Misc.

तारीख पेशी : 6-2-2015

श्री राजेश कुमार पुत्र श्री साली, निवासी गांव जुजपुल, डाकघर गलोटी, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

बनाम

आम जनता

उनवान मुकद्दमा.—जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के तहत मृत्यु तिथि पंजीकरण।

प्रार्थी श्री राजेश कुमार पुत्र श्री साली, निवासी गांव जुजपुल, डाकघर गलोटी, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0) ने स्वयं उपस्थित होकर प्रार्थना—पत्र प्रस्तुत किया है कि उसके भाई स्व0 श्री रणजीत सिंह की मृत्यु दिनांक 3-9-1994 को हो चुकी है जिसका पंजीकरण कानून की जानकारी न होने के कारण ग्राम पंचायत पीहडी के अभिलेख में दर्ज न हो सका है। अतः श्री रणजीत सिंह की मृत्यु तिथि का पंजीकरण ग्राम पंचायत पीहडी के अभिलेख में दर्ज किया जाये।

अतः सर्वसाधारण को सुनवाई हेतु बजरिया इश्तहार व मुस्त्री मुनादी द्वारा सूचित किया जाता है कि इस सम्बन्ध में किसी प्रकार का उजर/एतराज हो तो वह दिनांक 6-2-2015 को असालतन व वकालतन पेश होकर अपना एतराज दर्ज करवा सकता है। उसके उपरान्त कोई भी उजर/एतराज जेर समायत न होगा तथा श्री राजेश कुमार पुत्र श्री साली के भाई स्व0 श्री रणजीत सिंह की मृत्यु का पंजीकरण दिनांक 3-9-1994 को जेरे धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के तहत ग्राम पंचायत पीहडी के अभिलेख में दर्ज करने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 8-1-2015 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
तहसीलदार एवं कार्यकारी दण्डाधिकारी,
खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

ब अदालत श्री भपेन्द्र कुमार अत्री (एच0ए0एस0), उप-मण्डल दण्डाधिकारी पालमपुर,
जिला कांगड़ा (हि0 प्र0)

तारीख पेशी : 30-1-2015

विषय.— शादी का पंजीकरण करवाने बारे।

प्रार्थीया श्रीमती विजया कुमारी पत्नी स्व0 श्री सतीश कुमार, निवासी अन्द्रेटा, तहसील पालमपुर, जिला कांगड़ा ने इस न्यायालय में प्रार्थना-पत्र दिया है कि उसकी शादी दिनांक 30-11-2011 को श्री सतीश कुमार पुत्र प्राकम चन्द, निवासी अन्द्रेटा, तहसील पालमपुर के साथ हुई थी। परन्तु उनकी शादी ग्राम पंचायत अन्द्रेटा में दर्ज न है। अब विजया कुमारी के पति सतीश कुमार की दिनांक 4-4-2014 को मृत्यु हो चुकी है अब वह अपनी शादी को सम्बन्धित ग्राम पंचायत अन्द्रेटा में पंजीकृत करवाना चाहती है।

अतः इस इशतहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि इस बारे किसी व्यक्ति को कोई उजर/एतराज हो तो वह दिनांक 30-1-2015 को 2.00 बजे असातन या वकालतन हाजिर अदालत आकर प्रस्तुत कर सकता है। बाद गुजरने मियाद कोई भी उजर/एतराज काबिले समायत न होगा तथा शादी को पंजीकृत करने के आदेश सम्बन्धित पंचायत को पारित कर दिये जायेंगे।

आज हमारे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

भपेन्द्र कुमार अत्री,
उप-मण्डल दण्डाधिकारी,
पालमपुर, जिला कांगड़ा (हि0 प्र0)।